TŁĮCHǪ AGREEMENT

SUMMARY BOOK

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A PowerPoint presentation based on the Plainspeak Annotated Agreement is available. To order, contact Plainspeak Cultural Awareness.

The Tłı̨chǫ Agreement and supporting documents are available online at **www.tlicho.com**

A Plainspeak Summary

Tłįchǫ

Land Claims and Self-Government Agreement

This is only a summary of the Tłįchǫ Agreement.
Refer to the actual text of the Tłįchǫ Agreement for a complete understanding. Copies of this summary and of the Tłįchǫ Agreement can be obtained from the Dogrib Treaty 11 Council.
The Tłįchǫ Agreement is also available at
www.ainc-inac.gc.ca/pr/agr/index_e.html

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This means...

The Tłįchǫ ratification process takes several months. An information package is available, and there are opportunities to ask questions before voting.

Ratification by the GNWT and Canada takes much longer. Getting the settlement legislation written takes a lot of work by the Tłįchǫ negotiating team (to make sure nothing from the Tłįchǫ Agreement is changed or lost). After the laws are ready, they still have to be voted upon by the Parliament of Canada and the Legislature of the GNWT. This too takes time (and lobbying). It will take up to a year for the GNWT and Canada to finish their parts of the ratification.

Only after all three governments – the Tłįchǫ Government, the GNWT and Canada – have finished ratifying the Tłįchǫ Agreement does it become effective. Meanwhile, training and preparation can occur, but other things remain the same.

Approval

Ratification

The Agreement says...

The Tłı̨chǫ Agreement must be ratified by all three parties to the negotiations. (section 4.1)

For Tłı̨chǫ, ratification happens in three steps:

> First, the Dogrib Treaty 11 Council must approve the Tłı̨chǫ Agreement to be sent out for voting.
>
> Then, there is a vote by all eligible Tłı̨chǫ voters.
>
> Finally, the Grand Chief and Executive of the Dogrib Treaty 11 Council must sign the Tłı̨chǫ Agreement. (section 4.2)

For both Canada and the GNWT, ratification happens in two steps. The two government Ministers must each sign the Tłı̨chǫ Agreement. Then each government must pass a law. (These laws are called "settlement legislation"). (section 4.3)

The ratification vote is done by secret ballot. A majority of eligible Tłı̨chǫ voters must vote "yes" for the Tłı̨chǫ Agreement to be accepted. Eligible Tłı̨chǫ voters who do not vote are counted as voting "no".
(section 4.8 and section 4.2)

This means...

The Eligibility Committee is made up of four people appointed by the Dogrib Treaty 11 Council, and two people appointed by Canada.

Voting

The Agreement says...

To vote on the Tłįchǫ Agreement, you must make an application to the Eligibility Committee. You are eligible to vote if:

- You are at least 19 years old on the date of the vote and legally competent.

  plus

- You are a registered band member in one of the Tłįchǫ communities, or were eligible to be a band member.
  or
- Your ancestors resided in Mǫwhì Gogha Dè Nįįtłèe before the 1921 Treaty and received Treaty 11 benefits.
  or
- You were adopted as a child by a Tłįchǫ person. (section 1.1)
  or
- You were a Tłįchǫ, but you were adopted away and are no longer a Canadian citizen.

The Eligibility Committee deals with any questions, problems or appeals about who is on the voters list.

This means...

You must make an application to the Eligibility Committee to become a Tłı̨chǫ Citizen.

You can only be enrolled in one land claims agreement. If you are enrolled under another land claims agreement, you have to decide whether you wish to be enrolled under the Tłı̨chǫ Agreement instead.

Basic Rights

Who is a Tłįchǫ Citizen

The Agreement says...

After the voting on the Tłįchǫ Agreement you must apply again to the Eligibility Committee to become a Tłįchǫ Citizen.

You can become a Tłįchǫ Citizen if you meet one of the following conditions:

- You are a registered band member in one of the Tłįchǫ communities, or were eligible to be a band member.
- Your ancestors resided in Mǫwhì Gogha Dè Nįįtłèe before the 1921 Treaty and received Treaty 11 benefits.
- You were adopted as a child by a Tłįchǫ person. (section 1.1)

You are also eligible to become a Tłįchǫ Citizen:

- If you were a Tłįchǫ, but you were adopted away, and you are no longer a Canadian citizen.
- If you meet the "community acceptance test" and you are a citizen or resident of Canada, residing in Mǫwhì Gogha Dè Nįįtłèe. (section 3.1)

The Eligibility Committee makes decisions about citizenship. It deals with any questions, problems or appeals about who is a Tłįchǫ Citizen.

The Eligibility Committee continues working until two years after the Tłįchǫ Agreement becomes effective. Then the Tłįchǫ Government chooses a registrar to replace the Eligibility Committee.

The "community acceptance test" is used only after the Tłįchǫ Agreement becomes effective. The Tłįchǫ Government can decide on the requirements for the "community acceptance test". (section 3.1)

This means...

The main goal of the Tłįchǫ Agreement is to promote and protect Tłįchǫ heritage, culture and way of life.

The Tłįchǫ Government has the powers it needs to achieve this goal, including the power to make its own laws, the power to participate in environmental and other boards, and the power to certify teachers of Tłįchǫ language. The Tłįchǫ Government has many other powers relating to education in support of Tłįchǫ heritage, language and culture.

Basic Rights

Culture and Language

The Agreement says...

The Tłı̨chǫ Government has a duty to protect and support Tłı̨chǫ heritage, language and culture. (chapter 17)

The Tłı̨chǫ Government, the GNWT and Canada must all make sure that programs and services benefiting Tłı̨chǫ Citizens respect and promote Tłı̨chǫ language and culture. (section 7.10)

On Tłı̨chǫ lands, Tłı̨chǫ names can be used. Non-Tłı̨chǫ names may be changed. (section 17.5)

Canada will consult with the Tłı̨chǫ Government when naming places off Tłı̨chǫ lands. In Mǫwhì Gogha Dè Nı̨ı̨tłèe lands can also be protected from development if they are very important to Tłı̨chǫ history or culture. (section 17.5, chapters 16 and 22)

Tłı̨chǫ Citizens are to be given opportunities for jobs relating to their heritage in NWT museums, heritage projects and archaeological work. (section 17.3)

Tłı̨chǫ heritage resources that were removed from the NWT in the past shall be returned where possible. (section 17.3)

Tłı̨chǫ burial sites, human remains and burial goods shall be respected and protected. (sections 17.3 and 17.4)

This means...

Aboriginal Rights: Tłı̨chǫ Citizens are recognized as Aboriginal people of Canada with Treaty rights.

Canadian Rights: Because Tłı̨chǫ Citizens are Canadians, they are entitled to the same rights and benefits as other Canadians, including:

- Employment Insurance
- Canadian Pension Plan
- Medical health benefits
- A Canadian passport
- Protection under the Canadian Charter of Rights and Freedoms

Tłı̨chǫ Citizen Rights: The Tłı̨chǫ Agreement recognises Tłı̨chǫ Citizens' rights, including:

- Hunting and fishing
- Benefit from programs and services set up by theTłı̨chǫ Government
- Participation in self-government

Basic Rights

Citizen Rights

The Agreement says...

The Tłı̨chǫ Agreement confirms the historical and cultural importance of Treaty 11. (section 2.5)

The Tłı̨chǫ Agreement does not affect Tłı̨chǫ identity as an Aboriginal people of Canada or the ability of Tłı̨chǫ Citizens to benefit from the constitutional rights of Aboriginal people. (section 2.2)

Tłı̨chǫ Citizens continue to have access to government programs for status Indians, non-status Indians or Métis. (section 2.2)

Tłı̨chǫ Citizens remain Canadian citizens, and continue to have all the rights, benefits and protections of other Canadian citizens. (section 2.2)

Enrolment as a Tłı̨chǫ Citizen does not, in itself, create any rights under the Indian Act. For example, it does not guarantee entry into Canada for non-Canadians, nor does it make someone a Canadian citizen. (section 2.2)

This means...

The Tłįchǫ Government is a true government, just like the GNWT and Canada. It has the power to pass and enforce its own laws. It can make decisions for the Tłįchǫ as a whole. It can also own resources and receive tax revenues.

The Tłįchǫ Government takes over as soon as the Tłįchǫ Agreement becomes effective and it passes its own laws. This includes taking over lands and protecting resources and wildlife.

The Tłįchǫ Government can ask the Tłįchǫ community governments or the Tłįchǫ Community Services Agency to take responsibility for implementing some laws or carrying out programs.

Although the Tłįchǫ Government has the power to set up its own justice system (not including criminal matters), it probably will not do so just yet.

Self-Government

Tłįchǫ Government

The Agreement says...

On the effective date, the Tłįchǫ Government replaces the Dogrib Treaty 11 Council. It has many more powers and responsibilities than the Dogrib Treaty 11 Council.

The Tłįchǫ Government also replaces the old band councils.

The Tłįchǫ Government can own and manage property. It can make contracts and do all the other actions that governments do. (section 7.2)

The Tłįchǫ Government has the responsibility to manage rights and benefits for all Tłįchǫ, but it cannot take away rights. (section 7.1)

The Tłįchǫ have a Constitution. The Constitution is the Tłįchǫ Government's most important law. It protects the rights of Tłįchǫ Citizens.

The Tłįchǫ Constitution also protects Tłįchǫ Citizens from any wrongful actions of their own Tłįchǫ Government.

The Canadian Constitution and Charter also protect the rights of individual Canadian citizens, including Tłįchǫ Citizens.

This means...

The Tłı̨chǫ Constitution becomes effective only when the Tłı̨chǫ Agreement becomes effective.

There are training opportunities for people who handle money for the Tłı̨chǫ Government, and for participants on Tłı̨chǫ committees, boards and companies.

Self-Government

Accountability

The Agreement says...

Like any democratic government, the Tłı̨chǫ Government must be elected, and its elected officials must be accountable to Tłı̨chǫ Citizens. The Tłı̨chǫ Constitution provides the rules for elections and for making the Tłı̨chǫ Government accountable.

The Tłı̨chǫ Constitution says that the Tłı̨chǫ Government must provide an annual financial statement, and this is to be audited. All companies and boards set up by the Tłı̨chǫ Government must provide annual financial reports.

The Tłı̨chǫ Constitution says that all parts of the Tłı̨chǫ Government must report to the Annual Gathering. This includes the Grand Chief, the Tłı̨chǫ Assembly, and all Tłı̨chǫ companies and boards. They are all accountable for their decisions, including their decisions about money and managing Tłı̨chǫ resources properly.

The Tłı̨chǫ Constitution says that before the Annual Gathering, Tłı̨chǫ Citizens must be given reports about what has been done, as well as notice of any items for the agenda.

The Tłı̨chǫ Constitution also says how Tłı̨chǫ Citizens can change or challenge any decision made by the Tłı̨chǫ Government. It says how the Tłı̨chǫ Constitution itself can be changed.

Self-Government

Passing laws

The Agreement says...

The Tłı̨chǫ Government sets rules for its own operation, and rules to guide itself in managing Tłı̨chǫ lands and resources. (section 7.4)

The Tłı̨chǫ Government passes laws and makes decisions to protect the spiritual and cultural heritage of the Tłı̨chǫ. This includes laws about Tłı̨chǫ Citizens' right to have Tłı̨chǫ spoken, about heritage resources and about the practice of traditional Tłı̨chǫ medicine. (section 7.4)

The Tłı̨chǫ Government also makes decisions about who can use Tłı̨chǫ lands. The Tłı̨chǫ Government can regulate businesses on Tłı̨chǫ lands. (section 7.4)

The Tłı̨chǫ Government can also pass laws about adoptions and guardians, training programs, wills and estates, preschool education, Tłı̨chǫ education and certification for Tłı̨chǫ language teachers. It can even pass laws about who can perform marriages. (section 7.4)

Self-Government

Laws about Fish and Wildlife Harvesting

The Agreement says...

Fish
On Tłı̨chǫ lands, the Tłı̨chǫ Government can pass laws saying who can fish. It can set limits on the methods, quantities and seasons for fishing. (section 7.4)

In Mǫwhì Gogha Dè Nı̨ı̨tłèe, the Tłı̨chǫ Government can set rules for fishing by Tłı̨chǫ Citizens, but not about the total allowable harvest for fish. (section 7.4)

Wildlife
On Tłı̨chǫ lands, the Tłı̨chǫ Government can pass laws about wildlife harvesting, including conservation. (section 10.8)

It can also license Tłı̨chǫ Citizens, and only Tłı̨chǫ Citizens, for commercial wildlife harvesting on Tłı̨chǫ land. Otherwise, the Tłı̨chǫ Government does not give out commercial wildlife harvesting licences.

In Wek’èezhìı (except for a small part of Great Slave Lake), the Wek’èezhìı Renewable Resource Board makes decisions about wildlife resources. If it thinks that commercial harvesting will affect Tłı̨chǫ harvesting in a negative way, no commercial harvesting will be allowed without consulting the Tłı̨chǫ Government first. (section 10.7)

Self-Government

Enforcing Laws

The Agreement says...

Like all governments, the Tłı̨chǫ Government has the power to enforce its own laws.

In the future, the Tłı̨chǫ Government can decide to create its own justice system to deal with Tłı̨chǫ laws and their enforcement. If it does, it must ensure that its law enforcement is consistent with what other governments would do for the same type of offence.

For now, the courts of the GNWT are used when Tłı̨chǫ laws are broken or for other matters where courts need to be involved. Because of this, the GNWT is responsible for fines, imprisonment and other sanctions. The GNWT agrees to respect Tłı̨chǫ culture and customs when enforcing Tłı̨chǫ laws.

When the GNWT courts are used to deal with violations of Tłı̨chǫ laws, the Tłı̨chǫ Government acts as prosecutor (and makes the case for conviction).

The Tłı̨chǫ Government can also go to court to assist Tłı̨chǫ Citizens (if the Citizen wants), or to speak for the Tłı̨chǫ as a whole.

This means...

Different governments are responsible for different kinds of laws. For example, Canada is responsible for making criminal laws. Provinces and territories make most decisions about education. Municipalities often make their own decisions about housing and roads. The Tłı̨chǫ Agreement does not change this.

But the Tłı̨chǫ Agreement gives the Tłı̨chǫ Government important new powers to pass laws on other matters that used to be decided only by Canada or the GNWT.

For example, the Tłı̨chǫ Government can make its own decisions about developments and businesses on Tłı̨chǫ lands, about the management of Tłı̨chǫ resources and about how Tłı̨chǫ lands are used. These decisions used to be made by Canada.

The Tłı̨chǫ Government has the power to make laws to protect Tłı̨chǫ cultural heritage and language. Before the Tłı̨chǫ Agreement, no government had responsibility to pass such laws.

The laws of the Tłı̨chǫ Government, the GNWT and Canada must work together.

Self-Government

Tłı̨chǫ Government: Powers and Limits

The Agreement says...

There are limits to the powers of the Tłı̨chǫ Government.

The Tłı̨chǫ Government cannot sell, give away or mortgage Tłı̨chǫ lands or resources, except under the very strict conditions described in the Constitution. It can lease Tłı̨chǫ lands for the benefit of the Tłı̨chǫ.

The Tłı̨chǫ Government does not own or control Tłı̨chǫ community lands. (section 9.1)

The Tłı̨chǫ Government does not have the power to pass laws about criminal behaviour. Canada's Criminal Code still applies. (section 7.5)

The Tłı̨chǫ Agreement sets out when restrictions on access to Tłı̨chǫ lands are allowed. (section 19.1)

The Tłı̨chǫ Government will not issue actual land use permits. However, it can create a land use plan that says where development can go.

In some cases, the Tłı̨chǫ Government must consult with other governments before passing Tłı̨chǫ laws.

Tłı̨chǫ companies will still have to go to Canada or the GNWT to get incorporated.

This means...

The old municipal-type governments in the communities are replaced. In the past, these communities each had a different kind of government, but under the Tłı̨chǫ Agreement, Tłı̨chǫ communities all have the same kind of government.

Tłı̨chǫ community governments are separate from the Tłı̨chǫ Government, even though Tłı̨chǫ community Chiefs and some community councillors will also be members of the Tłı̨chǫ Government.

The Tłı̨chǫ Government can ask Tłı̨chǫ community governments to enforce Tłı̨chǫ laws or run programs. In other words, the Tłı̨chǫ Government can delegate, or pass on some of its responsibilities to Tłı̨chǫ community governments.

Communities

Community Government

The Agreement says...

New GNWT law replaces the old GNWT laws and arrangements that used to govern the communities.

This new GNWT law gives Tłı̨chǫ community governments their own powers. These powers are based on what is said in the Tłı̨chǫ Agreement. (section 8.1)

For example, Tłı̨chǫ community governments have the power to pass laws about managing community lands. They also deal with local roads and transportation, housing for residents and other matters like local day care, training and economic development. (section 8.4)

Tłı̨chǫ community governments each have a Chief and councillors. All are elected by residents of the community. There are rules for these elections, and for who can vote. These rules are in the Tłı̨chǫ Agreement, not the Tłı̨chǫ Constitution. (section 8.2)

The Chief and no less than half of the councillors from each community must be Tłı̨chǫ.

Communities

Community Lands

The Agreement says...

Tłįchǫ community governments own the land within their community boundaries. The community lands are distinct from Tłįchǫ lands. (section 9.1)

There are a few small parcels of land in the Tłįchǫ communities already owned by private parties. This land remains private. Existing leases are protected, and the Tłįchǫ community government becomes the new landlord.

Tłįchǫ community governments are responsible for protecting and managing community lands.

This means...

Tłı̨chǫ Citizens can hunt or fish for any species anywhere in the Mǫwhì Gogha Dè Nı̨ı̨tłèe without a licence from the GNWT.

Tłı̨chǫ Citizens keep the same Treaty rights to trade and use their catch.

For the purposes of wildlife harvesting, Tłı̨chǫ Citizens have access to private and Crown land.

There are no restrictions on Tłı̨chǫ Citizens' wildlife harvesting rights except for the purpose of conservation and safety.

Resources

Wildlife Harvesting

The Agreement says...

Tłįchǫ Citizens have the right to harvest all species of wildlife, including bird eggs, throughout Mǫwhì Gogha Dè Nįįtłèe at all times of the year. (section 10.1)

This includes the right to set up and keep hunting, trapping and fishing camps, and to use plants and trees for harvesting purposes. (section 10.5)

Tłįchǫ Citizens have the exclusive right to harvest furbearers on Tłįchǫ lands and on Tłįchǫ community lands. (section 10.1)

Tłįchǫ Citizens continue to have Treaty rights to trade and use the wildlife they harvest. (section 10.3)

If any project or use of land could possibly interfere with Tłįchǫ harvesting, an agreement must first be reached with the Tłįchǫ Government. Either harvesting activities must not be interfered with, or compensation must be paid. (section 10.6)

This means...

The Tłįchǫ Government, not individuals, owns the Tłįchǫ lands and resources, including minerals.

The Tłįchǫ Government must act to maintain and protect these resources for all Tłįchǫ Citizens. It does this by passing and enforcing laws, and by going to court if someone is using Tłįchǫ lands or resources without permission or in ways that harm the Tłįchǫ or their lands.

Revenues from Tłįchǫ resources, such as mineral royalties, are for the Tłįchǫ as a whole. These revenues are used to manage, maintain and protect Tłįchǫ resources. They can also be used to support government, programs and services for all Tłįchǫ.

When the money earned from mineral royalties reaches a very high level, the Tłįchǫ Government will share any additional money from mineral royalties with Aboriginal people in the Mackenzie Valley who have completed land claims agreements.

The Tłįchǫ Government can also decide whether there should be some distribution of revenues to individual Tłįchǫ Citizens.

The Tłįchǫ Constitution sets very strict limits on the sale or mortgaging of Tłįchǫ lands. Neither Tłįchǫ mineral rights nor rights to use water can be given away, sold or mortgaged.

Resources

Land, Water and Minerals

The Agreement says...

Land:

The Tłı̨chǫ Government owns approximately 39,000 square kilometres of land, which it must protect and use for the benefit of the Tłı̨chǫ. (section 18.1)

On Tłı̨chǫ lands, the Tłı̨chǫ Government owns the trees, forests and plants, and is responsible for their protection and management. (section 18.1)

Tłı̨chǫ Citizens also have rights within Mǫwhì Gogha Dè Nı̨ı̨tłèe to use trees and plants and to harvest wildlife.

Water:

Tłı̨chǫ have the exclusive right to take and use the waters on or flowing through Tłı̨chǫ lands. (section 21.2)

The Tłı̨chǫ Government can go to court to protect Tłı̨chǫ water rights, especially if someone uses the water in ways that affect how much is available or the purity of the water. (section 21.2)

Minerals:

The Tłı̨chǫ Government owns the minerals under Tłı̨chǫ lands. (section 18.1)

This means...

The Tłı̨chǫ Agreement creates rights only for Tłı̨chǫ Citizens. It is carefully designed to co-exist with the legal rights of others, now and in the future. The Tłı̨chǫ Agreement contains many safeguards to ensure that everyone's rights are respected.

If another Aboriginal people believes that it has rights in Mǫwhì Gogha Dè Nı̨ı̨tłèe, it is free to have those rights legally defined. If necessary, the Tłı̨chǫ Agreement can be changed to reflect and work with those rights.

Sharing Lands

The Agreement says...

The Tłı̨chǫ Agreement recognizes the lands traditionally used by Tłı̨chǫ, lands known as Mǫwhì Gogha Dè Nı̨ı̨tłèe.

Mǫwhì Gogha Dè Nı̨ı̨tłèe includes Tłı̨chǫ lands, but is much larger.

Tłı̨chǫ Citizens have wildlife harvesting rights throughout Mǫwhì Gogha Dè Nı̨ı̨tłèe, not just on Tłı̨chǫ lands. Also, the Tłı̨chǫ Government must be consulted whenever developments proposed for Mǫwhì Gogha Dè Nı̨ı̨tłèe might affect the well-being of Tłı̨chǫ.

Other Aboriginal people may also have land rights in some parts of Mǫwhì Gogha Dè Nı̨ı̨tłèe. However, the Tłı̨chǫ Agreement only creates rights for Tłı̨chǫ. (section 2.7)

The Tłı̨chǫ Agreement does not affect the Treaty or Aboriginal rights of any other Aboriginal people of Canada. If any part of the Tłı̨chǫ Agreement is found to affect the rights of others, it will be changed to work with those rights. (section 2.7)

The Tłı̨chǫ Government can choose to enter into overlap agreements with another Aboriginal people to share rights. (section 2.7)

Protecting the Resources

Introduction

The Tłįchǫ Agreement gives the Tłįchǫ Government many ways to protect Tłįchǫ lands and resources. One of the ways is through Tłįchǫ participation in boards.

There are four boards, each with a different area of responsibility:

The Wek'èezhìı Renewable Resource Board is set up under the Tłįchǫ Agreement. Its job is to maintain and protect wildlife on an on-going basis. The Tłįchǫ Government appoints half the Wek'èezhìı Renewable Resource Board's members unless it chooses to share this decision with another Aboriginal people. The Tłįchǫ Government is consulted on all appointments.

The Mackenzie Valley Land and Water Board is an existing board set up by Canada. It deals with large developments that have widespread impact, for example Diavik. Because of the Tłįchǫ Agreement, at least one member must be appointed by the Tłįchǫ Government. (section 22.4)

The Wek'èezhìı Land and Water Board is part of the MacKenzie Valley Land and Water Board, but it deals with projects that only affect the Wek'èezhìı. The Tłįchǫ Government appoints half the Wek'èezhìı Land and Water Board's members unless it chooses to share this decision with another Aboriginal people. The Tłįchǫ Government is consulted on all appointments. (section 22.3)

The MacKenzie Valley Environmental Impact Review Board is an existing board set up by Canada. It reviews major developments that affect the environment. Half of this Board's members must be nominated by Aboriginal people of the MacKenzie Valley, and one member must be nominated by the Tłįchǫ Government.

Protecting the Resources

Managing Wildlife, Plants and Forests

The Agreement says...

The Wek'èezhìı Renewable Resource Board protects wildlife throughout Wek'èezhìı. (section 12.1)

It makes recommendations about wildlife management, including forest and plant management and commercial activities. Its recommendations go to the Tłįchǫ Government, the GNWT and Canada.(section 12.5 and 13.4)

If needed for conservation, the Wek'èezhìı Renewable Resource Board has the power to set total allowable catch limits for wildlife. If harvest limits are set, Aboriginal harvesters have priority over all other users. (section 12.7)

Developers who damage wildlife or harvesting activities in the Wek'èezhìı are responsible for any losses caused to the Tłįchǫ. (section 11.2)

Also, protected areas can be created to restrict development and limit wildlife harvesting by non-Aboriginal users. (section 16.4)

This means...

On Tłįchǫ lands, the Mackenzie Valley Environmental Impact Review Board makes recommendations to the Tłįchǫ Government.

On Tłįchǫ lands, the Land and Water Boards make decisions about issuing the land use permits. They make recommendations to Canada and then issue water licences.

It is the Tłįchǫ Government who decides whether to allow developers to use Tlicho lands.

The Boards must take both conservation and Tłįchǫ culture and way of life into account in making their recommendations.

Protecting the Resources

Managing Development on Tłı̨chǫ Lands

The Agreement says...

Major developments on Tłı̨chǫ lands must be reviewed to protect the environment. This is done by the MacKenzie Valley Environmental Impact Review Board. (section 22.2)

Major developments on Tłı̨chǫ lands also require water licences and land use permits. For these permits and licences, major developers apply to the Land and Water Board. (section 22.3)

However, on Tłı̨chǫ lands, it is the Tłı̨chǫ Government who is first consulted and makes the final decisions about major developments. The Tłı̨chǫ Government issues the leases and rights of way.

This means...

Although the Tłı̨chǫ Government does not give formal approval for developments off Tłı̨chǫ lands, there are many ways in which it can protect Tłı̨chǫ interests.

For example, all four Boards provide opportunities for participation by the Tłı̨chǫ Government if Tłı̨chǫ interests are likely to be affected.

Protection and benefit agreements can also be negotiated. These agreements are between the Tłı̨chǫ Government and the companies proposing developments. The agreements usually involve commitments for jobs, contract opportunities, cultural protections (like the use of traditional foods) and compensation.

Protecting the Resources

Managing Development Off Tłįchǫ Lands

The Agreement says...

Off Tłįchǫ lands, development projects in Wek'èezhìı do not require formal approval by the Tłįchǫ Government, but the Tłįchǫ Government must be consulted.

These developments are required to get land use and water permits from the Land and Water Board. (section 22.3)

If the developments are likely to affect the environment, they are also reviewed by the Mackenzie Valley Environmental Impact Review Board. This Board makes recommendations to the Tłįchǫ Government, GNWT and Canada. Depending on the location or impact of the project, the final decision will be made by Canada, the GNWT or both. (section 22.2)

The Tłįchǫ Government can also negotiate protection and benefit agreements even when developments are off Tłįchǫ lands. (section 23.4)

This means...

There are few changes to social program delivery, health or education because of the Tłı̨chǫ Agreement. The GNWT and Canada continue funding these government programs and services in the same way and (at least) the same level as they do now.

The Tłı̨chǫ Government does not have to worry about raising the funds for government programs and services except for any new or additional services it decides to create.

In many ways, the new Tłı̨chǫ Community Services Agency is like the old Dogrib Community Services Board, because it handles health, education and social assistance.

At the end of ten years, the Tłı̨chǫ Government can decide whether it wants to run these programs and services itself. If so, it must negotiate with the GNWT and Canada about how the programs and services are paid for.

Health, Social Assistance and Education

The Agreement says...

In addition to the Tłįchǫ Agreement, there is an Intergovernmental Services Agreement. It contains legal commitments by the Tłįchǫ Government, the GNWT and Canada, but it is separate from the Tłįchǫ Agreement. (section 7.10)

Under the Intergovernmental Services Agreement, the GNWT and Canada maintain (and pay for) services and programs like social assistance, health and education. Tłįchǫ Citizens get the same level of services and programs as do all other citizens of the NWT.

As of effective date, the Dogrib Community Service Board is replaced by a new agency, the Tłįchǫ Community Services Agency. This new agency is set up by the GNWT.

The new Tłįchǫ Community Services Agency runs government programs and services. It can create new government programs or services, for example, in the area of addiction services. It can also operate programs for the Tłįchǫ Government.

The Tłįchǫ Community Services Agency operates for at least ten years. If the Tłįchǫ Government, the GNWT and Canada agree, it can keep operating after ten years.

Benefits

Benefits from the Tłı̨chǫ Agreement

The Agreement says...

The Tłı̨chǫ are self-governing. The Tłı̨chǫ Government has the powers and sources of funding to do what is required to protect and improve the Tłı̨chǫ way of life - including heritage, culture and Tłı̨chǫ language.

Wildlife harvesting rights are secure. The land and environment are managed to protect the resources.

Through the Financing Agreement, there is money to build new facilities and to create new government programs and services.

The Tłı̨chǫ Constitution allows some of the interest money earned from the Heritage Fund to be used to create new programs and services.

Many new employment opportunities are available, for example, jobs in Tłı̨chǫ Government and on new boards.

The scholarship program continues (and may grow) and there may be new programs like a Tłı̨chǫ language learning centre and new research on traditional knowledge.

All these benefits from the Tłı̨chǫ Agreement are intended for the Tłı̨chǫ as a whole. Individuals are better off, but not by receiving direct financial payments.

Benefits

Jobs and Training

The Agreement says…

A new 5 million dollar training fund (paid for by Canada) is available after effective date. It will be used to train Tłįchǫ Citizens for jobs in Tłįchǫ Government and other jobs relating to implementation of the Tłįchǫ Agreement.

Existing economic development programs continue, such as the funding for economic development officers in the communities.

Also, preferential contracting and procurement by the GNWT and Canada continue. (section 26.3)

Canada and the GNWT will act to promote the economic interests of Tłįchǫ, including support of the traditional economy, the development of new businesses and the creation of new jobs and training programs. (section 26.1)

All economic development programs must be reviewed by the Tłįchǫ Government to make sure they respect the traditional activity of harvesters.

This means...

The Heritage Fund cannot be used to support the operation of the Tłįchǫ Government. The money cannot be given away or used to support new loans.

The value of the Heritage Fund must always be maintained. Every year, part of the interest earned by the money in the Heritage Fund will be put back into the Fund to deal with inflation.

The rest of the interest will be available to support new programs and services for Tłįchǫ Citizens or to reinvest in the Heritage Fund.

Sources of Revenue

Compensation Money
(Capital Transfer Payment)

The Agreement says…

The capital transfer payment is the compensation money paid by Canada to the Tłı̨chǫ Government. The amount of money is approximately 152 million dollars.

The compensation money is paid in 15 annual installments.

For the first six or so years, this money will all go towards paying off negotiation loans. The amount needed for this purpose is about 27 million dollars.

After the loans are paid, the rest of the compensation money goes into a Heritage Fund. (sections 24.1 and 24.2)

This means...

The money made available as a result of the Financing Agreement is in addition to the compensation money (capital transfer payment). It is separate from the Heritage Fund. It is a very large sum of money. The total amount of money resulting from the Financing Agreement is likely to be more than the compensation money.

As a result of the Financing Agreement, there is money for running the Tłı̨chǫ Government (staff, travel, lawyers, auditors, honorariums, the Assembly, the Annual Gathering etc.). This includes the costs of participation in all four Boards. It also covers one-time costs. For example, it includes money to build new facilities and buy new computers for the Tłı̨chǫ Government, and the money needed to prepare new laws.

Sources of Revenue

Financing Agreement

The Agreement says...

The Financing Agreement provides for the money to run the Tłįchǫ Government and to allow it to do its part in implementing the Tłįchǫ Agreement. (section 7.11)

Sources of Revenue

Other Funding

The Agreement says...

There are many other sources of money for the Tłįchǫ Government and its programs and services. For example:

Revenue From Taxation – A tax sharing agreement could mean that some of the taxes Canada collects from Tłįchǫ Citizens would be shared back to the Tłįchǫ Government. Taxes that Tłįchǫ Citizens now pay would help to support Tłįchǫ Government, programs and services.

Mineral and Subsurface Rights - The Tłįchǫ Government owns the rights to the minerals and subsurface resources under Tłįchǫ lands. Any governmental-type revenue that comes from mining or from the minerals on Tłįchǫ lands goes to the Tłįchǫ Government to benefit the Tłįchǫ.

Other Mineral Royalties - A share of the mineral royalties earned by Canada throughout the Mackenzie Valley is transferred to the Tłįchǫ Government. Other Mackenzie Valley Aboriginal people with comprehensive land claims agreements participate in these royalties, as well.

Training Fund - This is money to train Tłįchǫ Citizens so that they can do their part to implement the Tłįchǫ Agreement properly.

Land Use Fees - The Tłįchǫ Government can charge fees for licences and permits for the use of Tłįchǫ lands.

The Tłįchǫ Cultural Co-ordinator - The funding for the co-ordinator comes from three governments - Canada, the GNWT and the Tłįchǫ Government.

Existing Government Programs - The money now being spent by Canada or the GNWT on social assistance, education and health and other social services will remain unchanged or be increased. Tribal Council Support, "Gathering Strength", "Brighter Futures" and similar programs continue to be available to the Tłįchǫ Citizens.

Sources of Revenue

Own Source Revenue

The Agreement says...

Under the Financing Agreement, some of the revenue earned by the Tłı̨chǫ Government will be used to support its own activities. This is called "own source revenue". (section 7.11)

If the revenue earned by the Tłı̨chǫ Government is high enough, the Tłı̨chǫ Government's "own source revenue" reduces the amount of money that needs to come from Canada as a result of the Financing Agreement.

But regardless of how much revenue the Tłı̨chǫ Government earns, Canada always contributes a minimum of 1 million dollars a year to the Tłı̨chǫ Government as a result of the Financing Agreement.

This means...

During the negotiations, Canada, the GNWT and the Dogrib Treaty 11 Council wanted to make sure that, when the deal was done, everybody would know for sure what their rights and obligations were. This is the meaning of "certainty".

Canada was very worried that, in the future, Tłı̨chǫ Citizens might use their Aboriginal rights to deny the rights of others. In the past, Canada solved this problem by demanding that Aboriginal people give up, surrender or extinguish their Aboriginal rights.

The Tłı̨chǫ negotiators asked Canada and the GNWT to develop a new way to solve this problem and achieve certainty. Together, they solved the problem so that Tłı̨chǫ Citizens are not forced to extinguish their Aboriginal rights. This has never been done before in the NWT.

The Tłı̨chǫ have agreed to the rights in the Tłı̨chǫ Agreement.

They have agreed not to use their other Aboriginal rights to deny the rights of others.

With certainty, everybody can go about their business without fear, knowing that the Tłı̨chǫ Agreement provides clear rules for the future.

Certainty

The Agreement says...

The Tłı̨chǫ Agreement respects and honours the 1921 Treaty signed by Chief Monfwi. (section 2.5)

The Tłı̨chǫ Agreement makes sure that all governments and people, including the Tłı̨chǫ Government and Tłı̨chǫ Citizens, know exactly what their rights and obligations are. This is called "certainty".

The Tłı̨chǫ will not be forced to extinguish their Aboriginal rights. (section 2.6)

Instead, the Tłı̨chǫ agree to the rights that are described in the Tłı̨chǫ Agreement.

The Tłı̨chǫ agree not to exercise their Aboriginal rights differently than the Tłı̨chǫ Agreement says. (section 2.6)

For example, if people are hiking on Tłı̨chǫ lands and not causing any disturbance, the hikers will not be told to leave just because the Tłı̨chǫ have an Aboriginal right to harvest on that land. Instead, the Tłı̨chǫ Agreement provides the rules for access to Tłı̨chǫ lands.

In the future, the Tłı̨chǫ Government can consider whether to seek new *self-government* rights, that is, rights involving jurisdiction or control over something not dealt with in the Tłı̨chǫ Agreement, such as air space.

New self-government rights (those not dealt with in the Tłı̨chǫ Agreement) are not automatically available but must be negotiated for. As well, the Tłı̨chǫ Agreement says that the Tłı̨chǫ Government must also work co-operatively with Canada and the GNWT to make sure that any new self-government right works well with all existing laws and rights. (section 2.6)

This means...

After Treaty 11 was signed in 1921, little could be done to make sure that Canada (and later the GNWT) kept its promises.

The Tłı̨chǫ Agreement is a new treaty. It affirms and builds upon Treaty 11. To make sure promises are kept this time, the Tłı̨chǫ Agreement is accompanied by an implementation plan.

Many of the commitments and activities in the Tłı̨chǫ Agreement cannot be fulfilled unless there is new funding. The implementation plan provides for this funding.

For example, Tłı̨chǫ members of the Wek'èezhìı Land and Water Board need travel funds and honorariums. Similarly, participation in the Wek'èezhìı Renewable Resources Board costs money, especially if Tłı̨chǫ Citizens are to make their views known effectively. It costs money to run the Tłı̨chǫ Assembly, the Annual Gathering and to do all the other things that the Tłı̨chǫ Government has committed itself to do.

There are also one-time capital costs. New facilities are needed to house the Tłı̨chǫ Government. Some of these facilities are in the communities.

Keeping Promises

Implementation

The Agreement says...

The Tłı̨chǫ Agreement calls for a separate agreement called the implementation plan. It is a very detailed agreement between the Tłı̨chǫ Government, Canada and the GNWT. It identifies responsibilities and all the costs of implementing the Tłı̨chǫ Agreement. It also identifies who pays those costs.

Further information

This summary was produced in March 2003.

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LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

AMONG

THE TŁĮCHǪ

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

THE GOVERNMENT OF CANADA

Pronunciation Guide
For Terms Used In Agreement

Tłı̨chǫ (meaning "Dogrib")	*tlee-chon*
Mǫwhì Gogha Dè Nı̨ıtłèè (it is the traditional area of the Tłı̨chǫ, described by Chief Monfwi during the signing of Treaty 11 in 1921)	*mon-fwee go-ga de-neat-lay*
Wek'èezhìı (the "management area" of the Agreement)	*way-keh-zi*
Behchokǫ̀ (also known as Rae-Edzo)	*bay-cho-ko*
Whatì (also known as Lac La Martre)	*what-tea*
Gamètì (also known as Rae Lakes)	*gam-ma-tea*
Wekweètì (also known as Snare Lake)	*wek-way-tea*
Ezǫdzìtì (a Tłı̨chǫ heritage area)	*eh-zod-ze-tea*

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TŁĮCHǪ LAND CLAIMS AND SELF GOVERNMENT AGREEMENT

among

THE TŁĮCHǪ

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

and

THE GOVERNMENT OF CANADA

WHEREAS the Tłı̨chǫ is an Aboriginal people of Canada that has used and occupied lands in and adjacent to the Northwest Territories from time immemorial;

WHEREAS Treaty 11 was signed at Fort Rae on August 22,1921, with Chief Monfwi and Headmen Jermain and Beaulieu representing the Tłı̨chǫ;

WHEREAS at the signing of Treaty 11, Chief Monfwi described the traditional Tłı̨chǫ use area known to the Tłı̨chǫ as Mǫwhì Gogha Dè Nı̨ı̨tłèè, which area is described in part 1 of the appendix to chapter 1;

WHEREAS the Tłı̨chǫ continue to use Mǫwhì Gogha Dè Nı̨ı̨tłèè;

WHEREAS Wek'èezhìı, which is described in part 2 of the appendix to chapter 1, has been identified as an area appropriate for the management of resources under the Agreement;

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada;

WHEREAS the Parties have negotiated this Agreement in order to define and provide certainty in respect of rights of the Tłı̨chǫ relating to land, resources and self-government;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1

INTERPRETATION

1.1 DEFINITIONS

1.1.1 The following definitions apply in the Agreement.

"Aboriginal people" means an Aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982*.

"Aboriginal person" means a member of an Aboriginal people.

"Aboriginal right" means an Aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*.

"Agreement" means this land claims and self-government agreement.

"band member" means a person whose name is entered on a band membership list or who is entitled to have his or her name entered on a band membership list and is the subject of an application for entry that has not been withdrawn.

"band membership list" means a list, maintained by the Department of Indian Affairs and Northern Development, of the members of the Dog Rib Rae band, the Wha Ti First Nation band, the Gameti First Nation band or the Dechi Laot'i First Nations band.

"bank" of a body of water means the limit or edge of its bed.

"bed" of a body of water means the land covered so long by water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself.

"burial site" means land containing human remains or land in which evidence of such remains are found.

"child" means a person less than the age of majority under legislation.

"child and family services" means services for

(a) the protection of children from abuse, neglect, harm and any threat thereof, where the primary objective is the safety and well-being of children, having due regard for
  (i) any need for intervention,
  (ii) the support of families and care givers to provide a safe environment,
  (iii) the support of kinship ties and a child's attachment to the extended family, and
  (iv) the culture and customs of the Tłı̨chǫ First Nation; and

(b) the promotion of well-functioning families and of community life.

"conservation" means

(a) the maintenance of the integrity of ecosystems by measures such as the protection and reclamation of wildlife habitat and, where necessary, restoration of wildlife habitat; and

(b) the maintenance of vital, healthy wildlife populations capable of sustaining harvesting under the Agreement.

"consultation" means

(a) the provision, to the person or group to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that person or group to prepare its views on the matter;

(b) the provision of a reasonable period of time in which the person or group to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the person or group obliged to consult; and

(c) full and fair consideration by the person or group obliged to consult of any views presented.

"contaminated site" means a site where persons have abandoned or disposed of substances of such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human life or health or to the environment.

"Crown lands" means lands belonging to Her Majesty in right of Canada.

"date of the Agreement" means the date on which the Agreement is signed by the representatives of the executive of the Dogrib Treaty 11 Council and government.

"developer" means a person or government engaged in a project, including a community, Aboriginal, territorial or federal government.

"direct taxation" has the same meaning, for the purpose of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*.

"Dogrib Treaty 11 Council" includes any successor organization.

"edible parts" includes, in relation to wildlife, those parts traditionally consumed by Aboriginal peoples for food.

"effective date" means the date on which both territorial and federal settlement legislation have come into force.

"Eligibility Committee" means the Committee referred to in 3.2.

"eligible voter" means, for the purpose of the ratification vote referred to in 4.2.1(b), a legally competent person

(a) who will be at least 19 years of age before the final date of the vote;

(b) who
  (i) is, on the date of application or appeal to be put on the Voters List, a band member,
  (ii) is of Aboriginal ancestry who resided in and used and occupied any part of Mǫwhì Gogha Dè Nı̨ıtłèè on or before August 22, 1921 and who received Treaty 11 benefits,
  (iii) was adopted as a child, under the laws of any jurisdiction or under any Tłı̨chǫ custom, by a person described in (ii), or
  (iv) is a descendant of a person described in (ii) or (iii); and

(c) who is not, on the date of application to be put on the Voters List, enrolled under another land claims agreement.

"environment" means the physical environment, including air, land, water, wildlife and heritage resources, and the social and cultural environment, including harvesting of wildlife, plants and trees.

"excess mineral revenues" means the amount by which the revenues the Tłı̨chǫ Government received in a given year from minerals, other than specified substances, on Tłı̨chǫ lands exceeded the average per capita income of the Northwest Territories multiplied by the number of Tłı̨chǫ Citizens in that year.

"expropriating authority" means the Government of Canada or the Government of the Northwest Territories or any other authority authorized by legislation to expropriate land or an interest in land, but does not include the Tłı̨chǫ Government.

"expropriation" means the compulsory taking of lands or any interest in land.

"federal legislation" means legislation of the Parliament of Canada or legislation made thereunder, but does not include territorial legislation.

"fish" means fish as defined in the *Fisheries Act*.

"forest management" includes forest conservation, forest fire control, timber management, reforestation, silviculture and management of a forest for wildlife and recreation.

"furbearers" means the following species: beaver *(Castor canadensis)*; white fox or arctic fox *(Alopex lagopus)*; river otter *(Lutra canadensis)*; lynx *(Lynx lynx)*; marten *(Martes americana)*; fisher *(Martes pennanti)*; striped skunk *(Mephitis mephitis)*; ermine *(Mustela erminea)*; least weasel *(Mustela nivalis)*; mink *(Mustela vison)*; muskrat *(Ondatra zibethicus)*; red, cross, black and silver fox *(Vulpes vulpes)*; wolverine *(Gulo gulo)*; wolf *(Canis lupus)*; coyote *(Canis latrans)*; woodchuck *(Marmota monax)*; and red squirrel *(Tamiasciurus hudsonicus)*.

"future land claims agreement" means a land claims agreement that may be concluded after April 1, 2003, between government and an Aboriginal people of Canada other than the Tłı̨chǫ First Nation.

"gas" means natural gas and includes all substances, other than oil, that are produced in association with natural gas.

"government" means

(a) the Government of Canada;

(b) the Government of the Northwest Territories or its successor or successors; or

(c) both,

depending upon which government or governments have responsibility, from time to time, for the matter in question, and includes any department, agency or official of such a government.

"Gwich'in land claims agreement" means the Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and the Gwich'in signed on April 22, 1992.

"Gwich'in settlement area" means the area defined as "settlement area" in the Gwich'in land claims agreement.

"harvesting" means, in relation to wildlife, hunting, trapping or fishing and, in relation to plants or trees, gathering or cutting.

"heritage resource" means

(a) a site with archaeological, historical or cultural significance and includes a burial site; or

(b) an artifact, object or record of historical or cultural significance and includes human remains and associated grave goods found in a burial site.

"implementation plan" means the plan developed by government and the Dogrib Treaty 11 Council that is referred to in chapter 5.

"independent regulatory agency" means a body established by legislation which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by government and, for greater certainty, does not include the Tłı̨chǫ Government.

"initial enrolment period" means a period ending two years after the effective date.

"intellectual property" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"land claims agreement" means a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982* and includes an agreement to implement Treaty 8 or 11.

"land right" means any right that relates to or directly or indirectly affects lands, waters, wildlife or other natural resources, and includes any right that might otherwise not be considered to be a land right, but only to the extent such right relates to or directly or indirectly affects lands, waters, wildlife or other natural resources.

"law of Canada" means legislation and the common law.

"legislation" means federal or territorial legislation and, for greater certainty, includes regulations but does not include Tłı̨chǫ laws.

"legislation of general application" means legislation that, in relation to its application to

(a) individuals, does not apply only to Tłı̨chǫ Citizens;

(b) representative institutions, does not apply only to the Tłı̨chǫ Government; and

(c) land, water and other natural resources, does not apply only to the Tłı̨chǫ lands, or to waters or other resources on or in those lands.

"Mackenzie Valley" comprises the Northwest Territories exclusive of the areas within Wood Buffalo National Park and the Inuvialuit Settlement Region, as that Region is defined in the agreement given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act*.

"Mackenzie Valley Environmental Impact Review Board" means the board referred to in 22.2.2.

"mineral" means a precious or base metal or other non-living, naturally occurring substance that is, or was, before production, part of land, whether solid, liquid or gaseous, and includes coal, oil and gas, but does not include water.

"mining right" means a right or interest in minerals that are still part of the land, other than specified substances, or a right to explore for or produce minerals other than specified substances.

"Minister" means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to.

"Mǫwhì Gogha Dè Nı̨ıtłèè" comprises the area described in part 1 of the appendix to this chapter.

"Mǫwhì Gogha Dè Nı̨ıtłèè (NWT)" means that part of Mǫwhì Gogha Dè Nı̨ıtłèè within the Northwest Territories.

"monument" means a device used by a surveyor to mark a boundary in a survey.

"national park" means an area identified as a national park of Canada that is described in a schedule to the *Canada National Parks Act*.

"National Park Committee" means a committee established in accordance with 15.3.1.

"navigable" means, with respect to a river, lake or other body of water, capable of navigation by boat or other water craft for commercial or non-commercial purposes.

"Norman Wells Proven Area" means the area described in Schedule "A" to the Proven Area Agreement.

"NTS mapsheets" means National Topographic System mapsheets produced by the Government of Canada.

"Nunavut Agreement" means the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada* signed on May 25, 1993.

"oil" means crude oil, regardless of gravity, produced at a wellhead in liquid form and any other hydrocarbons except gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from any other types of deposits.

"Parties" means the Parties to the Agreement, namely the Tłı̨chǫ, as represented by the Tłı̨chǫ Government, the Government of the Northwest Territories and the Government of Canada.

"permanent resident of Canada" means a person who has the status of a permanent resident of Canada under the *Immigration Act*.

"plants" means flora, other than trees, in a wild state and includes fungi and algae in a wild state.

"project" means an undertaking, or extension thereof, on land or water and includes the establishment of a national park, a national historic park or site or a territorial park.

"proponent" means, for the purpose of 10.6, government or the holder of an interest in land or an authorization to use land.

"protected area" means a site or area of land under the administration and control of and protected by government including such a site or area that is a site with archaeological significance, a historic park or site, a territorial park, a game reserve, a sanctuary, a migratory bird sanctuary or other area established for the protection of wildlife and wildlife habitat, but does not include a national park.

"Proven Area Agreement" means the agreement dated July 21, 1944 between Imperial Oil Limited and His Majesty in Right of Canada, as amended and renewed from time to time.

"Register" means the Tłı̨chǫ Citizens Register published initially by the Eligibility Committee under 3.3.1(e), as amended from time to time in accordance with 3.4.

"registrar" means, in relation to the Register,

(a) until the designation of a registrar by the Tłı̨chǫ Government under 3.2.2, the Eligibility Committee; or

(b) the registrar designated by the Tłı̨chǫ Government under 3.2.2.

"royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to government under the *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act* but, for greater certainty, does not include any payment, whether in money or in kind,

(a) to government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to government pursuant to clause 18 of the Proven Area Agreement;

(b) by way of transfer between governments;

(c) for a service;

(d) for the issuance of a right or interest; or

(e) for the granting of an approval or authorization.

"Sahtu settlement area" means the area defined as "settlement area" in the Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and the Sahtu Dene and Métis signed on September 6, 1993.

"settlement legislation" means the legislation referred to in 4.3.1(c) and 4.3.2(b) that provides the Agreement is approved, given effect and declared valid.

"specified substances" means carving stone, clay, construction stone, diatomaceous earth, earth, flint, gravel, gypsum, limestone, marble, marl, ochre, peat, sand, shale, slate, sodium chloride, soil and volcanic ash.

"Surface Rights Board" means the board referred to in 6.6.1.

"Surveyor General" means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized, by the Minister of the Government of Canada responsible for Canada Lands surveys, to carry out the duties of the Surveyor General.

"territorial legislation" means legislation made by the Northwest Territories legislative assembly or legislation made thereunder.

"territorial park" means an area established under the *Territorial Parks Act*.

"Tłı̨chǫ" means the Aboriginal people that,

(a) in 1921, was comprised of the persons represented by Chief Monfwi, along with Headmen Jermain and Beaulieu, at the signing of Treaty 11 at Fort Rae on August 22, 1921;

(b) at the time of the ratification vote referred to in 4.2.1(b), was comprised of every person who
  (i) was, at that time, a band member,
  (ii) was of Aboriginal ancestry, resided in and used and occupied any part of Mǫwhì Gogha Dè Nı̨ı̨tłèè on or before August 22, 1921 and received Treaty 11 benefits,
  (iii) was adopted as a child, under the laws of any jurisdiction or under any Tłı̨chǫ custom, by a person described in (ii), or
  (iv) was a descendant of a person described in (ii) or (iii); and

(c) after the effective date, is comprised of all Tłı̨chǫ Citizens.

"Tłı̨chǫ burial site" means a burial site that contains or might contain the remains of a Tłı̨chǫ person, or an ancestor of a Tłı̨chǫ person, or for which there is evidence that the site did or might have contained such remains, and includes sites indicated as Tłı̨chǫ burial sites under 17.1.5.

"Tłı̨chǫ Citizen" means a person whose name is on the Register.

"Tłı̨chǫ community" means the community of Behchokǫ̀ (Rae-Edzo), Whatì (Lac La Martre), Gamètì (Rae Lakes) or Wekweètì (Snare Lake).

"Tłı̨chǫ community lands" means, in relation to a Tłı̨chǫ community, the lands in that community other than any parcel to which the Tłı̨chǫ community government does not hold the fee simple interest.

"Tłı̨chǫ Constitution" means the Constitution of the Tłı̨chǫ Government referred to in 7.1.

"Tłı̨chǫ First Nation" means the Aboriginal people comprised of all Tłı̨chǫ Citizens.

"Tłı̨chǫ Government" means the government of the Tłı̨chǫ First Nation established in accordance with chapter 7.

"Tłįchǫ heritage resource" means a heritage resource which relates to the history or culture of the Tłįchǫ First Nation.

"Tłįchǫ lands" means the lands

(a) vested in the Tłįchǫ Government under 18.1.1; or

(b) in which the fee simple interest is held by the Tłįchǫ Government, if the lands were conveyed to it under 9.5.1 or if the lands have become Tłįchǫ lands under 18.1.10, 20.4.10 or 20.4.12,

but does not include lands that have been the subject of a conveyance under 9.5.2 or 18.1.6 or of an expropriation where the Tłįchǫ Government no longer holds the fee simple interest in the lands or where any other person holds the fee simple interest to any minerals that may be found within, upon or under the lands.

"Tłįchǫ law" means a law enacted by the Tłįchǫ Government.

"Tłįchǫ person" means a person

(a) of Aboriginal ancestry who resided in and used and occupied any part of Mǫwhì Gogha Dè Nı̨ı̨tłèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;

(b) who is a band member, or a descendant of such person; or

(c) who was adopted as a child, under the laws of any jurisdiction or under any Tłįchǫ custom, by a Tłįchǫ person within the meaning of (a) or (b) or by a Tłįchǫ Citizen, or is a descendant of any such adoptee.

"total allowable harvest level" means, in relation to a population or stock of wildlife, the total amount of that population or stock that may be harvested annually.

"trade" means to barter or buy.

"treaty" means a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

"Treaty 11 right" means a right under Treaty 11 signed at Fort Rae on August 22, 1921.

"tree" means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories, including

(a) *Pinus* species including Jack Pine and Lodge Pole Pine;

(b) *Larix* species including Tamarack;

(c) *Picea* species including White Spruce and Black Spruce;

(d) *Abies* species including Alpine Fir;

(e) *Salix* species including Beaked Willow and Pussy Willow;

(f) *Populus* species including Trembling Aspen and Balsam Poplar;

(g) *Betula* species including White Birch, Alaska Birch and Water Birch;

(h) *Alnus* species including Speckled Alder and Mountain Alder; and

(i) *Prunus* species including Choke Cherry and Pin Cherry.

"Voters List" means the list produced under 4.6.1.

"waste" in relation to the deposit of waste, has the same meaning as in the *Northwest Territories Waters Act*.

"water" includes ice.

"waterfront lands" means a strip of lands 31 metres wide measured inland from the bank of a navigable river or other navigable water body that can be entered from a navigable river.

"Wek'èezhìı" comprises the area described in part 2 of the appendix to this chapter.

"Wek'èezhìı Land and Water Board" means the board referred to in 22.3.2.

"Wek'èezhìı Renewable Resources Board" means the board established by 12.1.2.

"wildlife" means all *ferae naturae* in a wild state including fish, mammals and birds.

APPENDIX TO CHAPTER 1

PART 1 DESCRIPTION OF MǪWHÌ GOGHA DÈ NĮĮTŁÈÈ

Official Description

Notes: All geographic coordinates are based upon North American Datum of 1927.

All geographic coordinates are expressed in degrees, minutes and seconds.

Any references to straight lines means points joined directly on a North American Datum of 1927 Universal Transverse Mercator projected plane surface.

All topographic features hereinafter referred to being according to:
edition 1 of the Fort Reliance NTS mapsheet number 75 K;
edition 1 of the Snowdrift NTS mapsheet number 75 L;
edition 3 of the Walmsley Lake NTS mapsheet number 75 N;
edition 3 of the Artillery Lake NTS mapsheet number 75 O;
edition 1 of the Healey Lake NTS mapsheet number 76 B;
edition 3 of the Aylmer Lake NTS mapsheet number 76 C;
edition 1 of the Contwoyto Lake NTS mapsheet number 76 E;
edition 1 of the Nose Lake NTS mapsheet number 76 F;
edition 3 of the Falaise Lake NTS mapsheet number 85 F;
edition 3 of the Sulphur Bay NTS mapsheet number 85 ;
edition 3 of the Fort Resolution NTS mapsheet number 85 H;
edition 5 of the Hearne Lake NTS mapsheet number 85 I;
edition 2 of the Rae NTS mapsheet number 85 K;
edition 3 of the Willow Lake NTS mapsheet number 85 L;
edition 3 of the Leith Peninsula NTS mapsheet number 86 E;
edition 3 of the Calder River NTS mapsheet number 86 F;
edition 2 of the Point Lake NTS mapsheet number 86 H;
edition 1 of the Takiyuak Lake NTS mapsheet number 86 I;
edition 2 of the Hepburn Lake NTS mapsheet number 86 J;
edition 2 of the Sloan River NTS mapsheet number 86 K;
edition 2 of the Bulmer Lake NTS mapsheet number 95 I;
edition 1 of the Keller Lake NTS mapsheet number 95 P;
edition 2 of the Johnny Hoe River NTS mapsheet number 96 A; and
edition 3 of the Grizzly Bear Mountain NTS mapsheet number 96 H;

Mǫwhì Gogha Dè Nįįtłèè comprises all that area, in the Northwest Territories and Nunavut, described as follows:

commencing at the point of intersection in Great Slave Lake of latitude 61° 35' 15"N and longitude 114° 53' 30"W;

thence northwesterly in a straight line to the intersection of latitude 62° 00' 00"N and longitude 116° 19' 30"W;

thence westerly in a straight line to the east bank of Willow Lake at latitude 62° 09' 30"N and approximate longitude 118° 47' 30"W;

thence westerly along the sinuosities of the bank of said lake to its intersection with the west bank of an unnamed stream at approximate latitude 62° 14' 45"N and longitude 119° 20' 00"W;

thence northwesterly along the sinuosities of the bank of said stream to its intersection with the south bank of Hornell Lake at approximate latitude 62° 16' 15"N and longitude 119° 19' 30"W;

thence northwesterly along the sinuosities of the bank of said lake to a point at approximate latitude 62° 20' 45"N and longitude 119° 35' 00"W;

thence northwesterly in a straight line to the intersection of latitude 62° 25' 30"N and longitude 120° 00' 00"W;

thence northwesterly in a straight line to the intersection of latitude 62° 39' 45"N and longitude 120° 41' 30"W;

thence northwesterly in a straight line to the intersection of latitude 63° 00' 00"N and longitude 121° 02' 00"W;

thence northerly in a straight line to the intersection of latitude 64° 00' 00"N and longitude 121° 34' 15"W;

thence northerly in a straight line to the intersection of latitude 64° 27' 00"N and longitude 121° 30' 30"W;

thence northeasterly in a straight line to the intersection of latitude 65° 00' 00"N and longitude 120° 25' 00"W;

thence northeasterly in a straight line to the intersection of latitude 65° 55' 15"N and longitude 117° 29' 15"W;

thence northeasterly in a straight line to the intersection of latitude 66° 07' 45"N and longitude 116° 11' 00"W;

thence northeasterly in a straight line to the intersection of latitude 66° 33' 45"N and longitude 114° 27' 00"W;

thence southeasterly in a straight line to the intersection of latitude 65° 57' 30"N and longitude 112° 00' 00"W;

thence southeasterly in a straight line to the north bank of Contwoyto Lake at approximate latitude 65° 51' 15"N and longitude 111° 30' 00"W;

thence southeasterly along the sinuosities of the bank of said lake to a point at approximate latitude 65° 13' 30"N and longitude 109° 45' 00"W;

thence southeasterly in a straight line to the intersection of latitude 64° 35' 00"N and longitude 108° 38' 00"W;

thence southerly in a straight line to the intersection of latitude 64° 08' 30"N and longitude 108° 13' 00"W;

thence southeasterly in a straight line to the bank of Clinton Colden Lake at approximate latitude 64° 04' 15"N and longitude 107° 56' 30"W;

thence southerly in a straight line along longitude 107° 56' 30"W to the opposite bank of that lake at approximate latitude 64° 03' 30"N;

thence southerly along the sinuosities of the bank of said lake to the west bank of Ptarmigan Lake;

thence southerly along the sinuosities of the bank of said lake to the west bank of Lockhart River;

thence southwesterly along the sinuosities of the bank of said river to the west bank of Artillery Lake;

thence southwesterly along the sinuosities of the bank of said lake to its intersection with the north bank of Lockhart River at approximate latitude 62° 53' 30"N and longitude 108° 27' 30"W;

thence southwesterly along the sinuosities of the bank of said river to its intersection with the north bank of Great Slave Lake at approximate latitude 62° 47' 00"N and longitude 108° 58' 00"W;

thence northwesterly in a straight line to the intersection of latitude 62° 47' 15"N and approximate longitude 108° 57' 30"W;

thence westerly along the sinuosities of the bank of Great Slave Lake to a point at approximate latitude 62° 00' 15"N and longitude 113° 23' 30"W;

thence westerly in a straight line to the intersection of latitude 62° 00' 45"N and longitude 113° 26' 15"W;

thence southwesterly in a straight line to the point of commencement.

Illustrative Map

An illustrative map of Mǫwhì Gogha Dè Nįįtłèè may be found in part 3 of this appendix.

PART 2 DESCRIPTION OF WEK'ÈEZHÌI

Official Description

Notes: All geographic coordinates are based upon North American Datum of 1927.

All geographic coordinates are expressed in degrees, minutes and seconds.

Any references to straight lines means points joined directly on a North American Datum of 1927 Universal Transverse Mercator projected plane surface.

All topographic features hereinafter referred to being according to:
edition 3 of the MacKay Lake NTS mapsheet number 75 M;
edition 3 of the Aylmer Lake NTS mapsheet number 76 C;
edition 3 of the Lac De Gras NTS mapsheet number 76 D;
edition 1 of the Contwoyto Lake NTS mapsheet number 76 E;
edition 1 of the Nose Lake NTS mapsheet number 76 F;
edition 3 of the Sulphur Bay NTS mapsheet number 85 G;
edition 5 of the Yellowknife NTS mapsheet number 85 J;
edition 2 of the Rae NTS mapsheet number 85 K;
edition 3 of the Willow Lake NTS mapsheet number 85 L;
edition 2 of the Wecho River NTS mapsheet number 85 O;
edition 3 of the Carp Lakes NTS mapsheet number 85 P;
edition 2 of the Rivière Grandin NTS mapsheet number 86 D;
edition 3 of the Leith Peninsula NTS mapsheet number 86 E;
edition 1 of the Yanik Lake NTS mapsheet number 86 E/7;
edition 1 of the Fishtrap Lake NTS mapsheet number 86 E/8;
edition 3 of the Calder River NTS mapsheet number 86 F;
edition 2 of the Point Lake NTS mapsheet number 86 H;
edition 2 of the Hepburn Lake NTS mapsheet number 86 J;
edition 2 of the Sloan River NTS mapsheet number 86 K;
edition 1 of the Keller Lake NTS mapsheet number 95 P;
edition 2 of the Johnny Hoe River NTS mapsheet number 96 A;

Wek'èezhìı comprises all that parcel of land, in the Northwest Territories, described as follows:

commencing at the point of intersection of the west bank of Great Slave Lake with latitude 61° 52' 32"N and approximate longitude 114° 41' 51"W;

thence northwesterly in a straight line to the intersection of the west limit of Yellowknife Highway with latitude 62° 04' 05"N and approximate longitude 116° 19' 14"W;

thence northwesterly in a straight line to the intersection of latitude 62° 17' 33"N and longitude 117° 31' 33"W;

thence northwesterly in a straight line to the intersection of latitude 62° 32' 45"N and longitude 118° 28' 23"W;

thence northwesterly in a straight line to the intersection of latitude 62° 45' 47"N and longitude 119° 37' 48"W;

thence northwesterly in a straight line to the intersection of latitude 62° 48' 44" N with longitude 119° 45' 09"W;

thence northwesterly in a straight line to the intersection of latitude 62° 50' 42"N and longitude 119° 49' 07"W;

thence northwesterly in a straight line to its intersection with the south boundary of the Sahtu settlement area at the intersection of latitude 64° 01' 00"N with the east bank of an unnamed stream at approximate longitude 121° 14' 30"W;

thence northeasterly along the boundary of the Sahtu settlement area to its intersection with the southwesterly boundary of Nunavut;

thence southeasterly along the boundary of Nunavut to its intersection with approximate latitude 64° 47' 52"N and longitude 108° 42' 57"W;

thence southwesterly in a straight line to the intersection of latitude 64° 19' 28"N with longitude 109° 43' 51"W;

thence southwesterly in a straight line to the intersection of latitude 64° 14' 26"N with longitude 110° 13' 30"W;

thence southwesterly in a straight line to the intersection of the east bank of Courageous Lake with latitude 64° 09' 32"N at approximate longitude 110° 49' 13"W;

thence southerly and easterly along the bank of said lake to its intersection with latitude 64° 06' 41"N and approximate longitude 111° 03' 41"W;

thence southwesterly in a straight line to the intersection of the east bank of an unnamed lake with latitude 63° 47' 56"N at approximate longitude 112° 52' 44"W;

thence southwesterly in a straight line to the intersection of latitude 63° 30' 00"N with longitude 113° 30' 00"W;

thence southwesterly in a straight line to the intersection of latitude 63° 20' 50"N with longitude 114° 10' 11"W;

thence southwesterly in a straight line to the intersection of latitude 62° 32' 29"N with longitude 115° 07' 37"W;

thence southerly in a straight line to the intersection of the westerly bank of Great Slave Lake with latitude 62° 27' 59"N at approximate longitude 115° 15' 19"W;

thence southerly along the said bank of Great Slave Lake to the point of commencement.

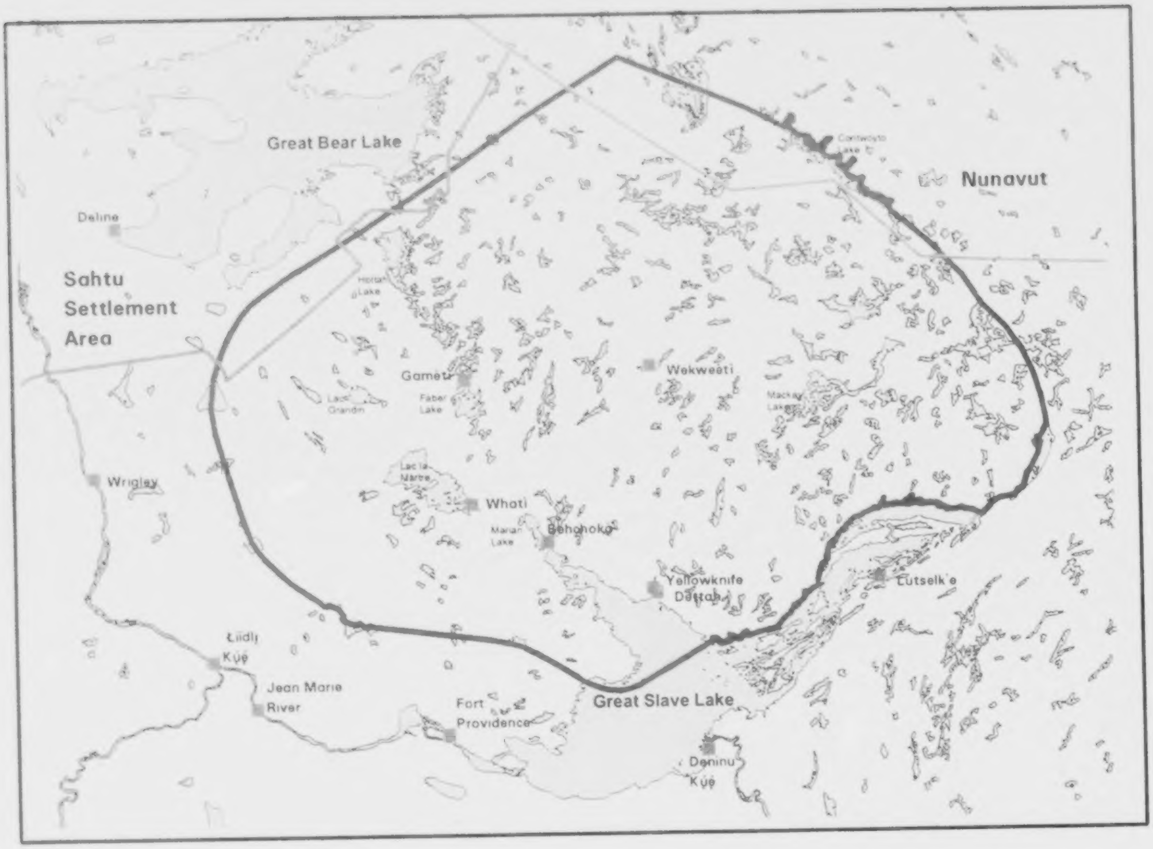
Illustrative Map

An illustrative map of Wek'èezhìı may be found in part 3 of this appendix.

PART 3 ILLUSTRATIVE MAPS

The coloured maps in this part of the appendix are for illustrative purposes only. They are not official descriptions.

MǪWHÌ GOGHA DÈ NĮĮTŁÈÈ


Great Bear Lake
Contwoyto Lake
Nunavut
Deline
Hottah Lake
Sahtu Settlement Area
Gamètì
Wekweètì
Lac Grandin
Faber Lake
Mackay Lake
Lac la Martre
Wrigley
Whatì
Marian Lake
Behchokǫ̀
Yellowknife Dettah
Łutselk'e
Łíídlı̨ Kų́ę́
Jean Marie River
Fort Providence
Great Slave Lake
Deninu Kųę́

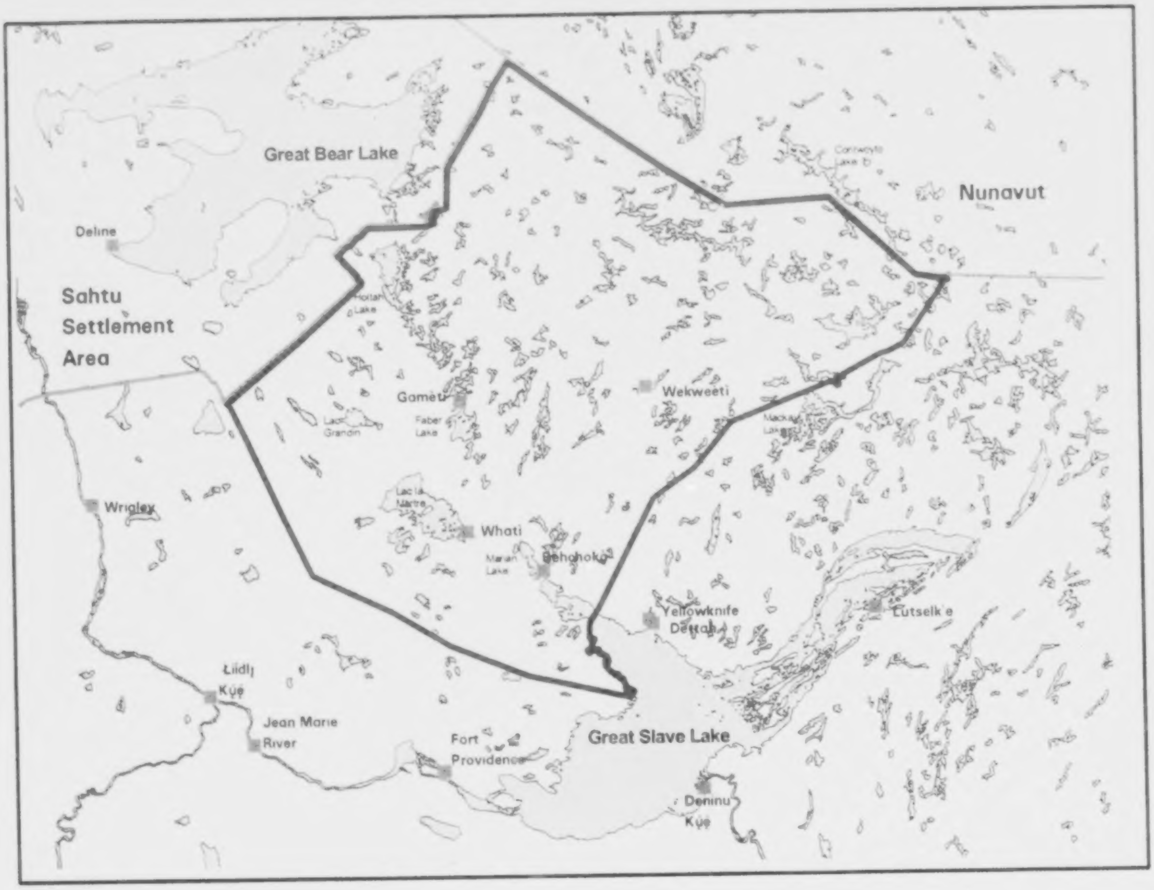
Legend

—— Mǫwhì Gogha Dè Nįįtłèè boundary line

—— Nunavut boundary line

—— Sahtu settlement area boundary line

WEK'ÈEZHÌI


Great Bear Lake
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Hottah Lake
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Yellowknife Dettah
Łutselk'e
Wrigley
Łíídlįį Kų́ę́
Jean Marie River
Fort Providence
Great Slave Lake
Deninu Kų́ę́

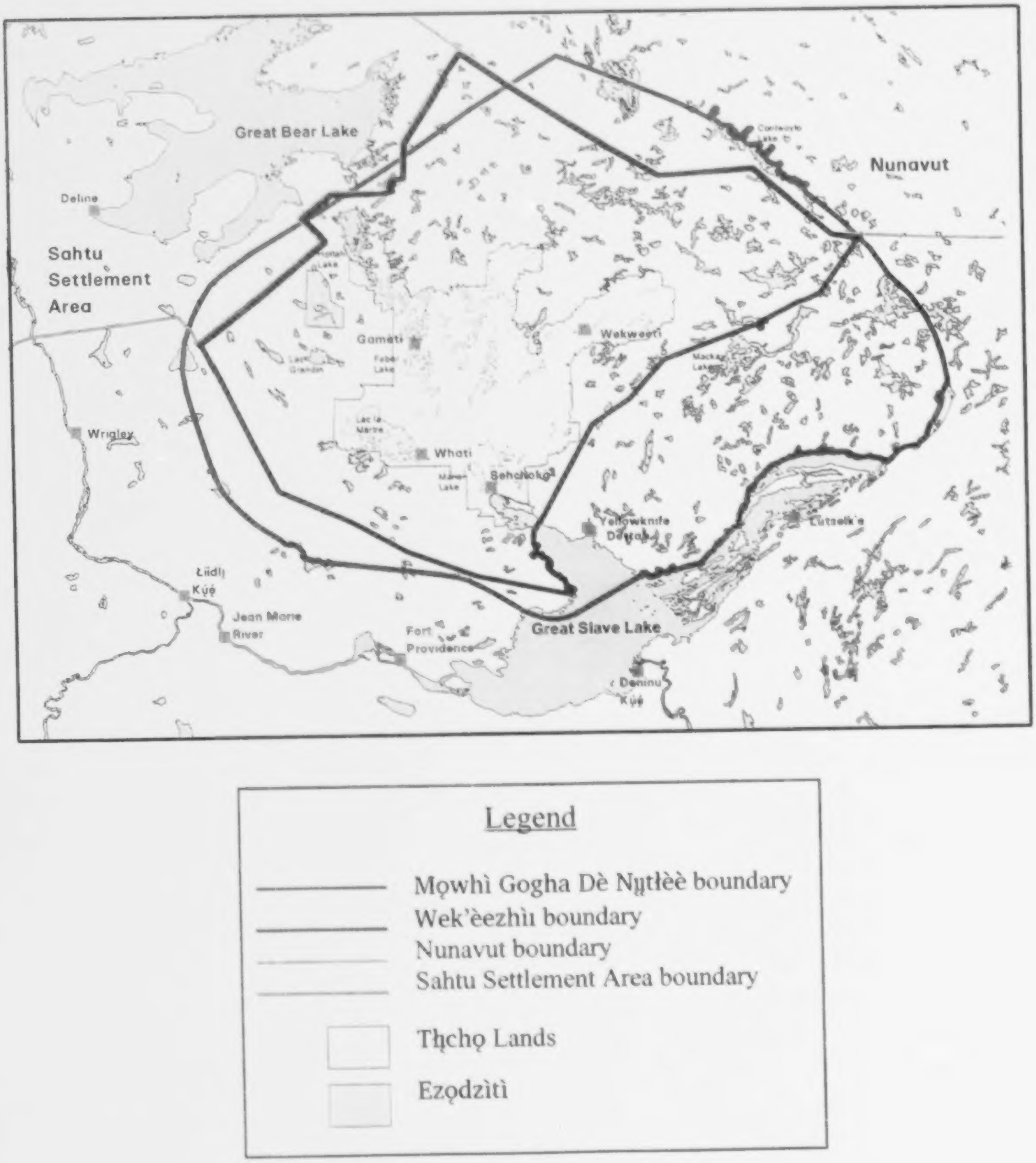
Legend

——— Wek'èezhìı boundary line

——— Nunavut boundary line

——— Sahtu settlement area boundary line

MǪWHÌ GOGHA DÈ NĮĮTŁÈÈ, WEK'ÈEZHÌI, TŁĮCHǪ LANDS AND EZǪDZÌTÌ


Great Bear Lake
Deline
Sahtu
Settlement
Area
Gamètì
Lac Grandin
Faber Lake
Lac la Martre
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Yellowknife
Dettah
Łutselk'e
Great Slave Lake
Deninu Kų́ę́
Fort Providence
Jean Marie River
Łiidlį Kų́ę́
Wrigley
Legend
Mǫwhì Gogha Dè Nįįtłèè boundary
Wek'èezhìı boundary
Nunavut boundary
Sahtu Settlement Area boundary
Tłįchǫ Lands
Ezǫdzìtì

CHAPTER 2

GENERAL PROVISIONS

2.1 STATUS OF AGREEMENT

2.1.1 The Agreement is a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*. Unless expressly provided otherwise, no agreement made under or provided for in the Agreement but that is not part of the Agreement is a land claims agreement within the meaning of that section.

2.1.2 Ratification of the Agreement by the Tłįchǫ in accordance with 4.2 and by government in accordance with 4.3 is a condition precedent to the validity of the Agreement and, until such ratification, the Agreement is null and void and of no effect.

2.2 TŁĮCHǪ RIGHTS AND BENEFITS

2.2.1 Nothing in the Agreement or in the settlement legislation shall remove from the Tłįchǫ First Nation its identity as an Aboriginal people of Canada or, subject to 2.6, affect the ability of Tłįchǫ Citizens to participate in or benefit from any existing or future constitutional rights for Aboriginal people which may be applicable to them.

2.2.2 Nothing in the Agreement shall affect the ability of the Tłįchǫ Government and Tłįchǫ Citizens to participate in and benefit from government programs for status Indians, non-status Indians or Métis, as the case may be. Benefits received under such programs shall be determined by general criteria established from time to time.

2.2.3 When the Tłįchǫ Government applies to government for program funding, the determination by government of the entitlement for funding shall take into account the fact that the Tłįchǫ Government is the legal successor of the Dog Rib Rae Band, the Whati First Nation Band, the Gameti First Nation Band and the Dechi Laot'i First Nations Band.

2.2.4 Nothing in the Agreement shall affect the rights of Tłįchǫ Citizens as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other Canadian citizens applicable to them from time to time.

2.2.5 Enrolment as a Tłįchǫ Citizen does not affect a person's identity as an Indian, Inuk or Métis.

2.2.6 Enrolment as a Tłįchǫ Citizen shall not confer any rights or benefits under the *Indian Act* or a right of entry into Canada or of Canadian citizenship.

2.2.7 The *Indian Act* does not apply to Tłı̨chǫ Citizens, except for the purpose of determining whether or not a Tłı̨chǫ Citizen is an "Indian" under that Act and for the administration of the property of any person where it was being administered by the Minister of Indian Affairs and Northern Development under that Act before the effective date.

2.2.8 Nothing in the Agreement shall be construed to affect hunting, trapping or fishing rights under a Natural Resources Transfer Agreement, or under treaty, in British Columbia, Alberta, Saskatchewan or Manitoba of any person who is eligible to be enrolled as a Tłı̨chǫ Citizen.

2.2.9 Nothing in the Agreement shall be interpreted so as to limit or extend any authority of the Parties to negotiate and enter into international, national, interprovincial, and inter-territorial agreements, but this does not prevent the Tłı̨chǫ Government from entering into agreements with a federal, provincial or territorial government for the provision of specific programs and services.

2.2.10 Rights and benefits provided under the Agreement for the Tłı̨chǫ First Nation are vested in Tłı̨chǫ Citizens collectively and may be exercised by individual Tłı̨chǫ Citizens subject to any limitations established by or under any provisions of the Agreement, including any limitations established by the Tłı̨chǫ Government. No Tłı̨chǫ Citizen has a right to land, money or other benefits under the Agreement unless specifically provided for in the Agreement, or by decision of the Tłı̨chǫ Government.

2.3 STATUS OF TŁĮCHǪ LANDS

2.3.1 Tłı̨chǫ lands are deemed not to be lands reserved for the Indians within the meaning of the *Constitution Act, 1867* or reserves within the meaning of the *Indian Act*.

2.4 INTER-GOVERNMENTAL DEVOLUTION

2.4.1 Nothing in the Agreement shall prejudice the devolution or transfer of responsibility or powers from the Government of Canada to the Government of the Northwest Territories.

2.5 TREATY 11

2.5.1 The historical and cultural importance of Treaty 11 is hereby recognized and there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of the Agreement.

2.6 CERTAINTY

2.6.1 Except as provided in 2.10, the Tłı̨chǫ will not exercise or assert any Aboriginal or treaty rights, other than

(a) any right set out in the Agreement; or

(b) the Treaty 11 rights respecting annual payments to the Indians and payment of the salaries of teachers to instruct the children of the Indians.

2.6.2 A Tłįchǫ person who is not a Tłįchǫ Citizen will not exercise or assert any Aboriginal or treaty right held by the Tłįchǫ.

2.6.3 For greater certainty,

(a) 2.6.1 prevents a Tłįchǫ Citizen from exercising or asserting any Aboriginal or treaty rights other than those referred to in 2.6.1(a) and (b); and

(b) 2.6.2 does not prevent a Tłįchǫ person who is not a Tłįchǫ Citizen from exercising or asserting any Aboriginal or treaty right held by another Aboriginal people of which that person is a member.

2.6.4 The purpose of 2.6.1 and 2.6.2 is

(a) to enable Tłįchǫ Citizens, the Tłįchǫ First Nation and the Tłįchǫ Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement;

(b) to enable all other persons and governments to exercise and enjoy all their rights, authorities, jurisdictions and privileges; and

(c) to release all other persons and government of any obligation,
  (i) to the Tłįchǫ and Tłįchǫ Citizens, in relation to any right that, under 2.6.1, is not exercisable or assertable, and
  (ii) to any Tłįchǫ person who is not a Tłįchǫ Citizen, in relation to any Aboriginal or treaty right held by the Tłįchǫ
as if those rights did not continue to exist.

2.6.5 The Tłįchǫ and the persons who comprise it, prior to or after the effective date, release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from any act or omission that occurred prior to the effective date and that may have affected any land right that was, at the time of the act or omission, an Aboriginal or treaty right held by the Tłįchǫ.

2.6.6 The Tłįchǫ and the persons who comprise it, prior to or after the effective date, release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they now have or may have in the future, arising from any act or omission that occurred on or after the effective date and that may have affected any right that, under 2.6.1, is not exercisable or assertable.

2.6.7 In consideration of the rights in the Agreement, the Tłįchǫ Government will indemnify and forever save harmless government from any claim to which 2.6.5 or 2.6.6 applies and that was brought on or after the effective date against government. For greater certainty, the right to be indemnified shall not extend to any claim relating to or in any way arising from the failure of government to carry out its obligations under the Agreement.

2.6.8 The right to be indemnified under 2.6.7 applies only if government vigorously defends the claim and does not compromise or settle it without the consent of the Tłįchǫ Government. The right to be indemnified under 2.6.7 does not apply to any costs incurred by government in such a defence or settlement.

2.6.9 If 2.6.1 or 2.6.2 is not enforceable in relation to a land right, and that

(a) results in the imposition on government or any person of any obligations, related to that right, to the Tłįchǫ or any person who is not to exercise or assert it;

(b) affects the ability of Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; or

(c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities, jurisdictions and privileges they would have if that right did not continue to exist,

the Tłįchǫ cede, release and surrender, as of the effective date, that land right to the extent required to achieve the purpose in 2.6.4.

2.6.10 If the continued existence of a land right, that under 2.6.1 or 2.6.2 is not exercisable or assertable,

(a) results in the imposition on government or any person of any obligations, related to that right, to the Tłįchǫ or any person who is not to exercise or assert it;

(b) affects the ability of Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; or

(c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities, jurisdictions and privileges they would have if that right did not continue to exist,

the Tłįchǫ cede, release and surrender, as of the effective date, that land right to the extent required to achieve the purpose in 2.6.4.

2.7 OTHER ABORIGINAL PEOPLES

2.7.1 No provision in the Agreement shall be construed to

(a) recognize or provide any Aboriginal or treaty rights for any Aboriginal people other than the Tłįchǫ First Nation; or

(b) affect
  (i) any treaty right of any Aboriginal people other than the Tłįchǫ, where the right existed before the provision of the Agreement was in effect, or
  (ii) any Aboriginal rights of any Aboriginal people other than the Tłįchǫ.

2.7.2 If a superior court of a province or territory, the Federal Court of Canada or the Supreme Court of Canada finally determines that 2.7.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because that provision of the Agreement would otherwise affect any right referred to in 2.7.1(b),

(a) upon notice by a Party, the Parties shall enter into negotiations for the amendment of the Agreement in order to resolve any problems caused by that provision being inoperable or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government that would have been enjoyed under the provision; and

(b) if the Parties fail to reach agreement on an amendment under (a) within 90 days of the notice, a Party may refer the matter for resolution in accordance with chapter 6.

2.7.3 Notwithstanding any other provision in the Agreement, the Tłįchǫ Government may, pursuant to an agreement with another Aboriginal people, agree to share with that Aboriginal people rights held by Tłįchǫ Citizens, the Tłįchǫ First Nation or the Tłįchǫ Government under this Agreement, provided that no such sharing agreement shall affect the rights held by persons or peoples who are not party to that sharing agreement.

2.7.4 If an Aboriginal people reaches an agreement with the Tłįchǫ Government and with government to modify the authority or structure of the Wek'èezhìı Renewable Resource Board or the Wek'èezhìı Land and Water Board, the Parties shall amend the Agreement accordingly.

2.8 INTERPRETATION

2.8.1 The Agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement except as provided by the Agreement.

2.8.2 Unless otherwise provided in the Agreement and to the extent consistent with the Agreement, legislation shall apply to the Tłįchǫ Government, Tłįchǫ Citizens and Tłįchǫ lands, waters in, on or under Tłįchǫ lands and resources on or in such lands and waters.

2.8.3 Where there is any inconsistency or conflict between the provisions of the settlement legislation or the Agreement and the provisions of any other legislation or Tłı̨chǫ laws, the provisions of the settlement legislation or the Agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.

2.8.4 Where there is any inconsistency or conflict between the settlement legislation and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.

2.8.5 The Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation or Tłı̨chǫ laws implementing the provisions of the Agreement.

2.8.6 There shall not be any presumption that doubtful expressions in the Agreement be interpreted in favour of any one of the Parties.

2.8.7 Except where a specific year and chapter number are included, citation of legislation refers to the legislation as amended from time to time and includes successor legislation.

2.8.8 Notwithstanding any provision of the Agreement, government may authorize any body or person to act on its behalf, or may identify, or change the identification of, which of its Ministers is responsible for the subject matter of a provision, by legislation or an order of the Governor in Council, in respect of the Government of Canada, or the Commissioner in Executive Council, in respect of the Government of the Northwest Territories.

2.8.9 For greater certainty, inclusion in a list in part 2 of the appendix to chapter 9 or in part 2 of the appendix to chapter 18 of an interest does not correct any defect in the interest that may exist immediately before the effective date, except that if a listed interest relating to land under the control of the Governor in Council was granted under territorial legislation it shall be deemed to have been under the administration and control of the Commissioner of the Northwest Territories at the time of the grant.

2.9 VALIDITY OF AGREEMENT

2.9.1 None of the Parties or the Tłı̨chǫ Government shall challenge the validity of any provision of the Agreement.

2.9.2 Subject to 2.6, none of the Parties or the Tłı̨chǫ Government shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid.

2.9.3 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.

2.10 AMENDMENT

2.10.1 Except as provided in 2.10.9, 9.1.4, 9.1.8, 9.6.3, 18.1.3, 18.1.5 and 18.3.3, the Agreement may only be amended with the consent of the Parties as evidenced by

(a) in respect of the Government of Canada,
  (i) an order of the Governor in Council, or
  (ii) in the case of an amendment to part 1 of the appendix to chapter 1, of an amendment under 9.1.5, 9.1.6, 9.6.2, 18.1.4, 18.1.6, 18.3.2 or of an amendment to 19.8 or to the appendix to chapter 19, the signature of the Deputy Minister of Indian Affairs and Northern Development;

(b) in respect of the Government of the Northwest Territories,
  (i) an order of the Commissioner in Executive Council,
  (ii) in the case of an amendment to part 1 of the appendix to chapter 1, the signature of the Deputy Minister of Aboriginal Affairs,
  (iii) in the case of an amendment under 9.1.5, 9.1.6, 18.1.4 or 18.1.6 or of an amendment to 19.8 or to the appendix to chapter 19, the signature of the Deputy Minister of Municipal and Community Affairs, or
  (iv) in the case of an amendment under 9.6.2 or 18.3.2, the signature of the Deputy Minister of the Department of Resources, Wildlife and Economic Development; and

(c) in respect of the Tłı̨chǫ, as provided for in the Tłı̨chǫ Constitution.

2.10.2 If the Tłı̨chǫ Government proposes the exercise, by Tłı̨chǫ Citizens, the Tłı̨chǫ First Nation or the Tłı̨chǫ Government, of a right that is not a land right and that is not set out in the Agreement, the Parties shall enter into discussions to determine what their interests are in relation to the proposed right. The Parties may, after these discussions, agree to enter into negotiations for the amendment of the Agreement to incorporate the proposed right.

2.10.3 If the Parties do not agree to enter into negotiations within 90 days of receipt under 2.10.2 by government of the proposed right or do not consent to the text of the amendment within one year of agreement to enter into negotiations or such longer period set by the Parties, the Tłı̨chǫ Government may apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Tłı̨chǫ First Nation. Government has the status of a party in any such application.

2.10.4 The Tłı̨chǫ Government may not make an application under 2.10.3 if it has already made an application in relation to the same or another proposed right within the preceding five years.

2.10.5 If the highest court in which an application under 2.10.3 is considered confirms the existence of an Aboriginal right of the Tłı̨chǫ First Nation, the Parties shall enter into negotiations to incorporate the right into the Agreement.

2.10.6 If the Parties fail to consent to the text of an amendment within one year of the decision by the highest court in which an application under 2.10.3 is considered, or such longer period set by the Parties, the Tłįchǫ Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter 6.

2.10.7 Subject to 2.10.8, an arbitrator under 6.5 is limited to drafting the text to fit the language and format of the Agreement, after consultation with the Parties,

(a) in order to describe the nature and scope of the right, as confirmed by the court; and

(b) where the right includes a law-making power, in order to confirm that
  (i) the law-making power is concurrent with that of government,
  (ii) a federal law of overriding national importance prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (iii) a provision of federal legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (iv) except where provided otherwise by the court, federal legislation other than that referred to in (ii) or (iii) prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict,
  (v) a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tłįchǫ law made under that power, to the extent of the conflict, and
  (vi) except where provided otherwise by the court, a Tłįchǫ law made under that power prevails over any conflict between it and territorial legislation other than that referred to in (v), to the extent of the conflict.

2.10.8 The arbitrator shall not include in the draft text any financing obligations for any of the Parties notwithstanding any finding of the court.

2.10.9 The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator. The amendment shall be deemed to have been made 30 days after the release of the arbitrator's decision.

2.10.10 For the purpose of 2.10.7(b)(ii), a federal law of overriding national importance includes a federal law that relates to preservation of peace, order and good government, that relates specifically to the criminal law, human rights or the protection of health and safety of all Canadians or that is essential to national security.

2.10.11 For the purpose of 2.10.2, the tax treatment of Tłįchǫ Citizens will be deemed to be set out in the Agreement.

2.10.12 For the purpose of 2.10.2, a right that is a law-making power shall be considered to be set out in the Agreement where the power is in relation to any of the following:

(a) businesses, occupations and activities on Tłı̨chǫ lands;

(b) intoxicants, weapons and dangerous substances on Tłı̨chǫ lands;

(c) Tłı̨chǫ language and culture of the Tłı̨chǫ First Nation;

(d) traditional Tłı̨chǫ medicine;

(e) heritage resources;

(f) training and education, except post-secondary education;

(g) social assistance, child and family services, guardianship, trusteeship and adoption;

(h) wills, intestacy and administration of estates;

(i) marriage;

(j) taxation; and

(k) enforcement of Tłı̨chǫ laws.

2.11 CONSULTATION ON LEGISLATION

2.11.1 Government shall consult the Dogrib Treaty 11 Council or, when it is established, the Tłı̨chǫ Government, in the planning of the institutions established by or under chapters 12 and 22 and the preparation of the settlement legislation and other legislation proposed to implement the provisions of the Agreement, including the preparation of any amendments to such legislation.

2.12 DISCLOSURE OF INFORMATION

2.12.1 Subject to 2.12.3, but notwithstanding any other provision of the Agreement, neither government, including the Tłı̨chǫ community governments, nor the Tłı̨chǫ Government is required to disclose any information that it is required or entitled to withhold under any legislation or Tłı̨chǫ law relating to access to information or privacy.

2.12.2 Where government, including a Tłı̨chǫ community government, or the Tłı̨chǫ Government has a discretion to disclose any information, it shall take into account the objects of the Agreement in exercising that discretion.

2.12.3 Notwithstanding any legislation relating to access to information or privacy, government shall provide a Tłı̨chǫ community government access to any information under its control, other than federal Cabinet documents or territorial Executive Council documents, that is required for the administration, by the Tłı̨chǫ community government, of an interest listed in part 2 of the appendix to chapter 9 or a lease granted under 9.1.3.

2.13 DEPOSIT OF AGREEMENT

2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

(a) the Library of Parliament;

(b) the legislative library of the Government of the Northwest Territories;

(c) the main office of the Tłı̨chǫ Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;

(e) the office of the Registrar of Land Titles for the Northwest Territories;

(f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(g) such other places as the Minister deems necessary.

2.14 JURISDICTION OF COURTS

2.14.1 Subject to chapter 6, the Supreme Court of the Northwest Territories shall have exclusive jurisdiction in respect of any action or proceeding respecting the interpretation or application of the Agreement including the jurisdiction of the following bodies:

(a) the Wek'èezhìı Renewable Resources Board;

(b) the Surface Rights Board;

(c) the Mackenzie Valley Environmental Impact Review Board; and

(d) the Wek'èezhìı Land and Water Board.

2.14.2 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to review, on a question of law or jurisdiction,

(a) an enrolment appeal decision under 3.5; and

(b) a decision of an arbitrator under 6.5.

2.14.3 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction for probate and administration of estates of Tłı̨chǫ Citizens resident in the Northwest Territories at the time of death.

2.14.4 For greater certainty, no Tłı̨chǫ law shall be interpreted to affect the inherent jurisdiction of the Supreme Court of the Northwest Territories with respect to children and legally incompetent persons.

2.14.5 Unless otherwise agreed by government and the Tłįchǫ Government,

(a) the Territorial Court or a justice of the peace with authority in the Northwest Territories shall have jurisdiction to hear and determine proceedings for violations of Tłįchǫ laws and to impose sanctions for such violations;

(b) in relation to a civil matter arising under Tłįchǫ laws, the Supreme Court or Territorial Court of the Northwest Territories, if it has jurisdiction to hear and determine a similar civil matter arising under the laws of the Government of Canada or the Government of the Northwest Territories, shall have jurisdiction to hear and determine that matter arising under Tłįchǫ laws, except where the Tłįchǫ laws provide for it to be heard and determined other than by a court;

(c) the Supreme Court of the Northwest Territories shall have jurisdiction to review on a question of law or jurisdiction a final decision of a trustee or an administrative board, commission or tribunal or other body established by the Tłįchǫ Government or, where Tłįchǫ laws so provide, to hear and determine an appeal of such a decision;

(d) the Supreme Court of the Northwest Territories shall have jurisdiction to hear and determine a challenge to the validity of a Tłįchǫ law or provision thereof; and

(e) in relation to a matter arising under Tłįchǫ laws other than one described in any of (a) to (d), the Supreme Court or Territorial Court of the Northwest Territories or a justice of the peace with authority in the Northwest Territories, if that Court or justice has jurisdiction to hear and determine a similar matter arising under the laws of Canada or the Government of the Northwest Territories, shall have jurisdiction to hear and determine that matter arising under Tłįchǫ laws, except where the Tłįchǫ laws provide for it to be heard and determined other than by a court.

2.15 CHARTER OF RIGHTS AND FREEDOMS

2.15.1 The *Canadian Charter of Rights and Freedoms* applies to the Tłįchǫ Government in respect of all matters within its authority.

CHAPTER 3

ENROLMENT

3.1 ELIGIBILITY CRITERIA

3.1.1 Subject to 3.1.2, a person is eligible to be enrolled as a Tłı̨chǫ Citizen if

(a) that person is
  (i) a Tłı̨chǫ person, and
  (ii) a Canadian citizen or permanent resident of Canada;

(b) that person is a Tłı̨chǫ person but as a result of adoption as a child became a citizen of a country other than Canada; or

(c) that person is
  (i) accepted pursuant to the community acceptance process in the Tłı̨chǫ Constitution, and
  (ii) a Canadian citizen or permanent resident of Canada.

3.1.2 A person is not eligible to be enrolled as a Tłı̨chǫ Citizen while that person is enrolled under another land claims agreement.

3.2 ELIGIBILITY COMMITTEE AND REGISTRAR

3.2.1 The Eligibility Committee shall be composed of six persons appointed as follows:

(a) four persons appointed by the Dogrib Treaty 11 Council except that any appointments after the effective date are to be made by the Tłı̨chǫ Government; and

(b) two persons appointed by the Deputy Minister of Indian Affairs and Northern Development.

3.2.2 Before the end of the initial enrolment period, the Tłı̨chǫ Government shall designate a person or group of persons as the registrar.

3.2.3 The Eligibility Committee is dissolved upon the designation of the person or group of persons, as registrar, by the Tłı̨chǫ Government under 3.2.2. From the effective date, until it is dissolved, the Eligibility Committee shall perform the functions of the registrar. If it is dissolved while any appeal under 3.4 is pending, the Committee shall finalize its decision on the appeal as if it had not been dissolved.

3.2.4 The Eligibility Committee and the registrar shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

3.3 INITIAL TŁĮCHǪ CITIZENS REGISTER

3.3.1 The Eligibility Committee shall,

(a) as soon as possible after the ratification vote referred to in 4.2.1(b), prepare information respecting eligibility to be enrolled as a Tłįchǫ Citizen and make that information available to eligible persons;

(b) set the dates during which applications may be made to be put on the initial Tłįchǫ Citizens Register and by which appeals under 3.3.4 may be made;

(c) receive and consider applications for persons to be put on the initial Tłįchǫ Citizens Register;

(d) after all appeals under 3.3.4 have been dealt with, prepare a list of names of each person
  (i) for whom an application to be put on the initial Tłįchǫ Citizens Register has been received by the Committee,
  (ii) who is eligible to be enrolled as a Tłįchǫ Citizen under 3.1.1(a) or (b), and
  (iii) who is not enrolled under another land claims agreement;

(e) by the effective date, publish the list prepared under (d), as the initial Tłįchǫ Citizens Register; and

(f) provide copies of the initial Tłįchǫ Citizens Register to the Dogrib Treaty 11 Council and to government.

3.3.2 For the purpose of enrolment in the initial Tłįchǫ Citizens Register, to be considered a Tłįchǫ person under (b) of the definition of "Tłįchǫ person" in 1.1.1, a person must,

(a) at the date of application for such enrolment, be a band member; or

(b) be a descendant of a person referred to in (a).

3.3.3 Where the person to be enrolled in the initial Tłįchǫ Citizens Register is a child or is legally incompetent, the application must be made by that person's parent, guardian or legal representative.

3.3.4 An appeal, in writing, may be made to the Eligibility Committee within the period set by it under 3.3.1(b) by any person whose application for enrolment in the initial Tłįchǫ Citizens Register was rejected.

3.3.5 The Eligibility Committee shall give its decision on an appeal under 3.3.4 in writing to the appellant prior to publishing the initial Tłįchǫ Citizens Register.

3.4 MAINTENANCE OF TŁĮCHǪ CITIZENS REGISTER AFTER EFFECTIVE DATE

3.4.1 The registrar shall prepare information respecting the Register and the eligibility criteria required to be enrolled as a Tłı̨chǫ Citizen and make that information available to persons eligible to be enrolled as Tłı̨chǫ Citizens.

3.4.2 After the effective date, the registrar shall add to the Register the name of each person eligible to be enrolled as a Tłı̨chǫ Citizen, and shall remove from the Register the name of any person and make corrections to the name of any person on the Register, upon application by

(a) that person, if he or she is not a child and is legally competent;

(b) the parent or guardian of that person, if he or she is a child; or

(c) the legal representative of that person, if he or she is legally incompetent.

3.4.3 After the effective date, the registrar shall remove the names of the following persons from the Register:

(a) a person who is dead;

(b) a person who is not a Canadian citizen or permanent resident of Canada, except where that person is eligible under 3.1.1(b);

(c) a person enrolled under another land claims agreement; and

(d) a person enrolled by mistake or on the basis of false or misleading supporting documentation.

3.4.4 A person's name shall not be removed under 3.4.3(b), (c) or (d) unless the person or, if that person is a child or is legally incompetent, his or her parent, where that parent has lawful authority to represent that person, or guardian or legal representative, has been given an opportunity to be heard.

3.4.5 For the purpose of enrolment in the Register under 3.4.2, to be considered as a Tłı̨chǫ person under (b) of the definition of "Tłı̨chǫ person" in 1.1.1, a person must,

(a) immediately before the effective date, have been a band member; or

(b) be a descendant of a person referred to in (a).

3.4.6 Any person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3 may, within 60 days of notice of such decision, appeal in writing to the registrar.

3.4.7 The registrar shall give notice in writing of the reasons for any decision to refuse an application under 3.4.2 or to remove a name from the Register under 3.4.3 and of the right to appeal, including the period for making an appeal,

(a) in the case of refusal to enrol, to the person from whom the application was received, and

(b) in the case of removal from the Register, to the person whose name was removed and any person who applied for its removal.

3.4.8 The registrar shall maintain a record of every person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3.

3.4.9 The registrar shall provide each Tłı̨chǫ Citizen with proof of enrolment on the Register.

3.4.10 The registrar shall publish the Register at least once a year.

3.4.11 The registrar shall send to government and the Tłı̨chǫ Government a copy of each annual publication of the Register as well as a notice of any alteration to the Register as soon as it is made.

3.4.12 The registrar shall provide to every person reasonable access to the Register and, on request, a copy of it or any part thereof. The registrar may impose a reasonable fee for copies.

3.5 ENROLMENT APPEAL PROCESS AFTER EFFECTIVE DATE

3.5.1 Subject to 3.5.2, between the effective date and the date the Eligibility Committee is dissolved, appeals under 3.4.6 shall be heard by an appeal panel, composed of three persons appointed by the Eligibility Committee, at least two of whom are appointed on the recommendation of the Tłı̨chǫ Government.

3.5.2 The appeal panel shall complete its consideration of any appeal commenced but not completed before the dissolution of the Eligibility Committee.

3.5.3 By the effective date, the Eligibility Committee shall establish procedures and rules for appeals to the appeal panel established under 3.5.1, and the panel may amend those procedures and rules.

3.5.4 At the same time it designates a registrar under 3.2.2, the Tłı̨chǫ Government shall establish an enrolment appeal process.

3.5.5 The principles of natural justice shall apply to the enrolment appeal process.

3.5.6 A decision on an appeal shall be made within 60 days of receipt of the appeal.

3.6 COSTS

3.6.1 The Government of Canada shall, until the end of the initial enrolment period, pay the costs incurred, in accordance with an approved budget, by the Eligibility Committee and its appeal panel and by the Tłı̨chǫ Government registrar and its appeal body.

3.6.2 The Eligibility Committee and, where applicable, the Tłı̨chǫ Government shall prepare an operations budget for each year in the initial enrolment period and submit it to the Government of Canada. The Government of Canada may approve the budget as prepared or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandates of the Committee, the Tłı̨chǫ Government registrar, where applicable, and their appeal panel or body and shall be in accordance with the Government of Canada's Treasury Board guidelines.

3.6.3 After the initial enrolment period, the Tłı̨chǫ Government shall bear the costs of the enrolment process, including the costs of its enrolment appeal process.

CHAPTER 4

RATIFICATION PROCESS

4.1 GENERAL

4.1.1 Once the Agreement has been initialled by the chief negotiators, it shall be submitted by them to their principals for ratification in accordance with this chapter.

4.1.2 Government shall consider the Agreement as soon as possible after approval by the Dogrib Treaty 11 Council under 4.2.1(a).

4.1.3 The Agreement shall be signed by the Grand Chief and the executive of the Dogrib Treaty 11 Council and by government as soon as possible after they have been authorized to sign.

4.1.4 The Government of the Northwest Territories shall recommend to the Legislative Assembly that the Agreement be approved, given effect and declared valid by territorial legislation.

4.1.5 After the federal Minister has signed the Agreement, the Government of Canada shall recommend the federal bill for settlement legislation to Parliament. The federal settlement legislation shall provide that the Agreement is approved, given effect and declared valid.

4.2 RATIFICATION BY TŁĮCHǪ

4.2.1 Tłı̨chǫ ratification shall consist of

(a) approval of the Agreement by the Dogrib Treaty 11 Council;

(b) approval of the Agreement by a majority of the persons whose names are on the Voters List through a ratification vote held in accordance with these provisions; and

(c) signing of the Agreement by the executive of the Dogrib Treaty 11 Council as authorized through the ratification vote.

4.3 RATIFICATION BY GOVERNMENT

4.3.1 Government of the Northwest Territories ratification shall consist of

(a) approval of the Agreement by the Executive Council;

(b) signing of the Agreement by the Minister authorized by the Executive Council; and

(c) the coming into force of territorial settlement legislation.

4.3.2 Government of Canada ratification shall consist of

(a) signing of the Agreement by the Minister; and

(b) the coming into force of federal settlement legislation.

4.3.3 The federal settlement legislation shall be brought into force by a date set by a federal order in council, after consultation with the Dogrib Treaty 11 Council, and that date shall be more than two weeks after the order is made. The territorial settlement legislation shall be brought into force on the same date as the federal settlement legislation.

4.4 PRELIMINARY VOTERS LIST

4.4.1 The Eligibility Committee shall

(a) set the date or dates of the Tłįchǫ ratification vote;

(b) prepare and distribute information respecting the Tłįchǫ ratification vote, including eligibility for voting;

(c) receive and consider applications from persons to be put on the voters list;

(d) prepare a preliminary list of every person who applies to have his or her name put on the Voters List and who is an eligible voter;

(e) set the date by which appeals under 4.5.1 must be made, which shall be at least 45 days after the publication of the preliminary voters list, and specify that date on that list; and

(f) publish the preliminary voters list in each Tłįchǫ community, in Yellowknife and in any other location it considers appropriate.

4.5 APPEALS

4.5.1 An appeal, in writing, may be made to the Eligibility Committee within the period set by it under 4.4.1(e),

(a) by a person whose name is not on the preliminary voters list to have his or her name included in the Voters List whether or not the person applied before the publication of the preliminary Voters List;

(b) by a person whose name is on the preliminary voters list to prevent the name of another person being included in the Voters List on the basis of ineligibility; and

(c) by a person whose name is on the preliminary voters list to prevent his or her name from being included in the Voters List.

4.5.2 The Eligibility Committee shall, in respect of an appeal under 4.5.1,

(a) hear it in the manner it considers appropriate;

(b) in the case of an appeal under 4.5.1(b), give the person alleged to be ineligible an opportunity to be heard;

(c) make its decision on the evidence available, which may include unsworn written statements and hearsay evidence; and

(d) prior to publishing the Voters List, give its decision in writing to the appellant and, in the case of an appeal under 4.5.1(b), to the person alleged to be ineligible.

4.5.3 The Eligibility Committee shall grant an appeal made under 4.5.1(c).

4.5.4 The Eligibility Committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised under 4.5.1(a) or (b), where those errors are brought to its attention within the period set by it under 4.4.1(e).

4.5.5 A decision of the Eligibility Committee under 4.5 is final.

4.6 VOTERS LIST

4.6.1 The Eligibility Committee shall, at least 30 days before the first day of the Tłı̨chǫ ratification vote at the polling stations, revise the preliminary voters list in accordance with its decisions under 4.5 and produce it as the Voters List.

4.7 INFORMATION CAMPAIGN

4.7.1 The Eligibility Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the Agreement.

4.7.2 The Eligibility Committee shall organize community meetings to provide eligible voters an opportunity to discuss the Agreement with representatives of the Dogrib Treaty 11 Council and government.

4.8 TŁĮCHǪ RATIFICATION VOTE

4.8.1 The Eligibility Committee shall establish rules, consistent with these provisions, for the conduct of the ratification vote, including the establishment of polling stations. These rules may provide for advance voting by means other than voting at polling stations.

4.8.2 The ratification vote shall be held on the same date or dates in all of the polling stations.

4.8.3 The date or dates of the ratification vote and the location of the polling stations shall be made public.

4.8.4 The ratification vote shall be by secret ballot.

4.8.5 The form and contents of the ballot shall be approved by the chief negotiators.

4.8.6 The Eligibility Committee shall receive and tabulate all ballots and publish the results in each Tłįchǫ community, in Yellowknife and in any other location it considers appropriate, showing

(a) the total number of ballots cast;

(b) the total number of ballots approving the Agreement;

(c) the total number of ballots not approving the Agreement; and

(d) the total number of ballots spoiled or rejected.

CHAPTER 5

IMPLEMENTATION

5.1 IMPLEMENTATION PLAN

5.1.1 The implementation plan shall, in relation to the initial 10-year period following the effective date,

(a) identify the obligations and activities required to implement the Agreement;

(b) identify who is responsible for the activities;

(c) identify how the activities will be carried out;

(d) identify time frames for the activities;

(e) identify, in relation to the implementation of the Agreement, funding obligations of the Parties, including funding for capital projects;

(f) identify the employment opportunities for Tłįchǫ Citizens to participate in the implementation of the Agreement; and

(g) address other matters agreed to by government and the Dogrib Treaty 11 Council.

5.1.2 The implementation plan is not part of the Agreement.

5.1.3 The implementation plan does not create legal obligations binding on the Parties, except to the extent that the plan expressly provides otherwise for funding obligations.

5.1.4 The list of obligations and activities set out in the implementation plan is without prejudice to the right of any Party to assert that additional obligations or activities are required to implement the Agreement.

5.1.5 The implementation plan may provide that funding for certain identified activities may be made available prior to effective date.

5.2 IMPLEMENTATION COMMITTEE

5.2.1 Within two months of the effective date, an Implementation Committee shall be established.

5.2.2 The Implementation Committee shall consist of three persons: one person representing and designated by the Government of Canada; one person representing and designated by the Government of the Northwest Territories; and one person representing and designated by the Tłįchǫ Government.

5.2.3 Decisions of the Implementation Committee shall be by unanimous agreement.

5.2.4 The Implementation Committee shall oversee the implementation of the Agreement by

(a) monitoring the status of the implementation plan;

(b) revising activities and funding levels identified in the implementation plan, to the extent authorized by the plan;

(c) attempting to resolve implementation issues, without in any way affecting the application of chapter 6;

(d) making recommendations to the Parties respecting the implementation of the Agreement beyond the initial 10-year period; and

(e) providing the Parties with an annual report on the implementation of the Agreement.

5.2.5 Each Party shall be responsible for the costs of the participation of its representative to the Implementation Committee.

5.2.6 The Government of Canada shall be responsible for publishing the annual report.

CHAPTER 6

DISPUTE RESOLUTION

6.1 GENERAL

6.1.1 Before invoking a court process to resolve a dispute of the following type, a party to the dispute shall, in accordance with any rules of the administrator, attempt to resolve the dispute through discussion and by mediation under 6.4:

(a) any matter which the Agreement stipulates may be resolved in accordance with this chapter;

(b) a dispute between government and the Tłı̨chǫ Government concerning the interpretation or application of the Agreement; or

(c) any matter which an agreement between government and the Tłı̨chǫ Government stipulates may be resolved in accordance with this chapter or may be dealt with under 6.4.

6.1.2 Where a Tłı̨chǫ Citizen has a right of action in relation to the Agreement, the Tłı̨chǫ Government may, with the consent of the Tłı̨chǫ Citizen, bring that action on behalf of the Tłı̨chǫ Citizen.

6.1.3 The parties to a dispute referred to in 6.1.1 may at any time resolve their dispute by an agreement in writing. Notification of any such agreement shall be provided to a Party who is not a party to the dispute and to the administrator when mediation or arbitration is underway.

6.1.4 During discussions under 6.1.1 and mediation under 6.4, all communications concerning the dispute shall be "without prejudice". For the purposes of such discussions or mediation, the parties to a dispute shall treat documents or communications as confidential unless they agree otherwise. The report of a mediator shall be confidential unless the parties to the dispute agree otherwise.

6.1.5 Where the mediation process under 6.4 applies to a matter, no other mediation process provided by law applies, and where the arbitration process under 6.5, 6.6 or 6.7 applies to a matter, no other arbitration process provided by law applies.

6.2 APPOINTMENT OF DISPUTE RESOLUTION ADMINISTRATOR

6.2.1 As soon as possible after the effective date, the Parties shall jointly appoint a dispute resolution administrator and a deputy to act as administrator during any period while the administrator is unable to act. The Parties shall fill any vacancy without delay.

6.2.2 In the absence of an administrator and deputy administrator, a judge of the Supreme Court of the Northwest Territories shall on application of one of the Parties exercise the functions of the administrator under 6.4 and 6.5, until one is appointed under 6.2.1.

6.2.3 The term of appointment of the administrator and the deputy shall be six years and the administrator and the deputy may be reappointed.

6.2.4 The administrator or the deputy may be removed for cause by joint decision of the Parties.

6.2.5 The administrator and the deputy shall be remunerated at a rate set by government for time worked which shall be within the range set by government for public servants performing equivalent functions, and shall be paid for reasonable expenses incurred by them that are consistent with Treasury Board guidelines for public servants.

6.2.6 The administrator, in consultation with the Parties, shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for the funds reasonably required to fulfill the mandate of the administrator and the deputy, including those required to pay remuneration and expenses under 6.2.5.

6.2.7 Costs incurred by the administrator and the deputy in accordance with the approved budget, including their remuneration and expenses, shall be a charge on government.

6.3 GENERAL FUNCTIONS OF ADMINISTRATOR

6.3.1 The administrator shall

(a) from time to time, invite each of the Parties to provide, within a period specified by the administrator, a list of recommended candidates to act as mediators and arbitrators;

(b) in accordance with 6.3.2, establish and maintain from the lists a roster of no more than 12 persons;

(c) in consultation with the Parties, establish rules for mediation, including rules setting criteria for determining whether there have been adequate attempts to resolve a dispute by discussion for the purpose of 6.1.1 and 6.4.1;

(d) in consultation with the Parties, establish rules for arbitration, which shall provide for an expeditious and, where appropriate, informal process;

(e) in accordance with 6.4 and 6.5, appoint mediators and arbitrators; and

(f) maintain a public record of arbitration decisions.

6.3.2 The administrator shall identify the persons on the lists who the administrator considers to have a familiarity with the circumstances of the Parties and their relationships or with analogous circumstances and relationships, and to have the skills and abilities to act as mediators and arbitrators. The administrator shall notify each Party of any person recommended by it who does not meet this standard and give an opportunity for it to recommend an additional candidate. The administrator shall put on the roster all those on a list who meet the standard except that if there are more than 12 such persons, the administrator shall put on the roster the 12 best qualified.

6.3.3 If there are no persons on the roster or none who are available, upon receipt of a request for mediation or arbitration, the administrator shall, after consultation with the parties to the dispute, appoint a person as mediator or arbitrator who the administrator considers to have the skills and abilities to act as the mediator or arbitrator for the matter in dispute.

6.4 MEDIATION

6.4.1 The administrator shall not accept a request for mediation from a party to a dispute until that party has, in accordance with any rules of the administrator, attempted to resolve that dispute by discussion.

6.4.2 Subject to 6.4.1, the administrator shall appoint a mediator agreed to by the parties to a dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of

(a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter;

(b) a dispute between government and the Tłı̨chǫ Government concerning the interpretation or application of the Agreement; or

(c) any matter which an agreement between government and the Tłı̨chǫ Government stipulates shall or may be resolved in accordance with this chapter or shall or may be dealt with under 6.4.

6.4.3 The mediator shall, without delay, consult with the parties to the dispute and arrange for the commencement of the mediation.

6.4.4 Unless the parties to the dispute agree otherwise, the mediation shall be held in the Northwest Territories.

6.4.5 The mediation shall be concluded within a period of four hours from its commencement unless the parties to the dispute and the mediator agree to an extension.

6.4.6 Subject to 6.2.7, all costs of mediating a dispute, including the remuneration and expenses of the mediator, but excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute, unless provided otherwise in the Agreement or in the Implementation Plan. Each party to the dispute is responsible for the costs incurred by it.

6.4.7 Upon termination of the mediation proceedings, the mediator shall submit a mediation report, including the degree to which the parties to the dispute reached any agreement, to

(a) the parties to the dispute;

(b) the administrator;

(c) the Surface Rights Board, in the case of a dispute that would be referred to that Board under 6.6; and

(d) the Wek'èezhìi Land and Water Board, in the case of a dispute that would be referred to that Board under 6.7.

6.5 ARBITRATION

6.5.1 The administrator shall not accept a request to arbitrate from a party to a dispute until that party has, in accordance with any rules of the administrator, participated in mediation conducted in accordance with 6.4.

6.5.2 Subject to 6.5.1, the administrator shall appoint an arbitrator agreed to by the parties to the dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of

(a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter, except the matters required by 6.6.1 or 6.7.1 to be referred to the Board identified in 6.6 or 6.7 or by 6.8.1 to be referred to an arbitration committee appointed under the *National Energy Board Act*;

(b) a dispute between government and the Tłįchǫ Government concerning the interpretation or application of the Agreement where the parties to the dispute agree in writing to be bound by an arbitration decision in accordance with this chapter; or

(c) a matter which an agreement between government and the Tłįchǫ Government stipulates shall or may be resolved in accordance with this chapter.

6.5.3 Unless the parties to the dispute otherwise agree, a person who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.

6.5.4 A Party that is not a party to the dispute may participate in any arbitration as a party to the dispute.

6.5.5 An arbitrator may allow any person that is not a party to the dispute, on application and on such terms as the arbitrator may order, to participate, as an intervener, in an arbitration if, in the opinion of the arbitrator, the interest of that person may be directly affected by the arbitration.

6.5.6 Subject to the rules of the administrator and the other provisions of the Agreement and to the provisions of an agreement referred to in 6.5.2(c), and in addition to any other powers provided by the Agreement, the arbitrator may, in relation to any matter before the arbitrator,

(a) determine all questions of procedure, including the method of giving evidence;

(b) make an award, including interim relief;

(c) provide for the payment of interest and costs;

(d) subpoena witnesses;

(e) administer oaths or affirmations to witnesses;

(f) refer questions of law to the Supreme Court of the Northwest Territories; and

(g) correct clerical errors in the arbitration decisions.

6.5.7 A decision of an arbitrator shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the arbitrator has erred in law or exceeded his or her jurisdiction.

6.5.8 Subject to 6.2.7, each party to a dispute shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator, except where the arbitrator decides to impose the responsibility for costs on just one or some of the parties to the dispute or to distribute it among those parties in a different manner.

6.5.9 Any intervener shall bear its own costs.

6.5.10 A party to the dispute may, after the expiration of 14 days from the date of the release of an arbitration decision or order or from the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the decision or order and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

6.5.11 Where requested by a party to a dispute, any information provided by that party shall be kept confidential among the parties to the dispute, the arbitrator and its agents.

6.5.12 In respect of an access order for Tłįchǫ lands, 6.6.5 to 6.6.9 apply to the arbitrator as if the arbitrator was the Surface Rights Board and to an order of the arbitrator as if it were an access order from that Board.

6.6 SURFACE RIGHTS BOARD

6.6.1 If a Surface Rights Board is established by legislation as an institution of public government with jurisdiction over matters relating to access and compensation in an area larger than, but which includes, all Tłıchǫ lands, and that jurisdiction accords with the provisions set out in 6.6, the matters specified in 19.3.3, 19.4.4, 19.4.6, 19.4.7 and 19.5.7 shall be referred by a party to the dispute to the Board for resolution instead of to the administrator for resolution by arbitration under 6.5.

6.6.2 Members of the Surface Rights Board shall be residents of the Northwest Territories. When dealing with Tłıchǫ lands, the Board shall act through a panel of its members at least one of whom shall be a resident of Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

6.6.3 The costs of the Surface Rights Board incurred in accordance with an approved budget shall be a charge on government. The Board shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied.

6.6.4 The Surface Rights Board shall not accept a request to resolve a dispute in relation to the matters referred to in 6.6.1 from a party to a dispute until that party has participated in mediation conducted in accordance with 6.4.

6.6.5 The Surface Rights Board may, with respect to an access order for Tłıchǫ lands,

(a) establish, as a condition of access, a requirement to pay compensation for the use of the lands including compensation for unforeseen damage that may result from the access;

(b) grant the order before any compensation for such access has been determined;

(c) establish, as a condition of access, the right of the Tłıchǫ Government to verify that the access is being exercised in accordance with any applicable condition established by the Agreement or the Board;

(d) periodically review the order or any conditions, including compensation;

(e) terminate the order, after a hearing, where the lands are no longer being used for the purpose authorized; and

(f) award costs.

6.6.6 In determining compensation payable in respect of access to Tłı̨chǫ lands, the Surface Rights Board shall consider all relevant factors, including

(a) the market value of the land;

(b) loss of use of the land to Tłı̨chǫ Citizens;

(c) effect on wildlife harvesting;

(d) adverse effect of the use upon lands retained by Tłı̨chǫ Citizens;

(e) damage which may be caused to the land used;

(f) nuisance, inconvenience and noise;

(g) the cultural and other special value of the land to the Tłı̨chǫ First Nation;

(h) the cost associated with any inspection rights established by the Surface Rights Board as a condition of access; and

(i) such other factors as may be provided for in the legislation establishing the Board,

but shall not consider the reversionary value of the land after the use terminates, or any entry fee payable.

6.6.7 Any conditions set by the Surface Rights Board in an access order shall be consistent with any conditions established for the activity in question by a regulatory authority and, in the event of a conflict between them, the latter shall prevail.

6.6.8 Where an access order for Tłı̨chǫ lands is granted before compensation is determined, a hearing to determine compensation shall be held not later than 30 days from the date of the access order.

6.6.9 Where any preconditions to a right of access have been satisfied, the Surface Rights Board has discretion only with respect to the conditions on which the access may be exercised and cannot refuse to issue the access order.

6.7 WEK'ÈEZHÌI LAND AND WATER BOARD

6.7.1 The matters specified in 19.7.5, 19.7.6 and 21.5.4, except for a dispute on the amount of any payment for the value of the materials supplied or for the exercise of access, shall be referred by a party to the dispute to the Wek'èezhìı Land and Water Board for resolution instead of to the administrator for resolution by arbitration under 6.5.

6.7.2 The Wek'èezhìı Land and Water Board shall not accept a request to resolve a dispute from a party to a dispute in relation to the matters referred to in 6.7.1 until that party has participated in mediation conducted in accordance with 6.4.

6.7.3 A decision of the Wek'èezhìı Land and Water Board on a dispute accepted by it for resolution shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the Wek'èezhìı Land and Water Board has erred in law or exceeded its jurisdiction.

6.8 NATIONAL ENERGY BOARD ACT EXPROPRIATION

6.8.1 A dispute as to compensation for Tłı̨chǫ lands expropriated under the *National Energy Board Act* shall be referred to an arbitration committee appointed under that Act instead of to the administrator for resolution by arbitration under 6.5 except that the committee shall include at least one nominee of the Tłı̨chǫ Government.

6.8.2 An arbitration committee shall not be appointed under the *National Energy Board Act* for a dispute referred to in 6.8.1 until the parties to the dispute have participated in mediation conducted in accordance with 6.4 or negotiation in accordance with that Act.

CHAPTER 7

TŁĮCHǪ GOVERNMENT

7.1 TŁĮCHǪ CONSTITUTION

7.1.1 The Tłįchǫ Government is established at the effective date. The Constitution for that Government shall be approved by the Dogrib Treaty 11 Council before the ratification vote referred to in 4.2.1(b).

7.1.2 In addition to anything else necessary in relation to the Tłįchǫ Government, the Tłįchǫ Constitution shall provide for

(a) governing bodies and the exercise of their powers and duties and their composition, membership and procedures;

(b) protections for Tłįchǫ Citizens and for other persons to whom Tłįchǫ laws apply, by way of rights and freedoms no less than those set out in the *Canadian Charter of Rights and Freedoms*;

(c) a system of political and financial accountability to Tłįchǫ Citizens;

(d) the challenging of the validity of Tłįchǫ laws by any person directly affected by such laws and the quashing of invalid laws;

(e) implementation of the principle that persons directly affected by any programs or services delivered by any Tłįchǫ Government institution should have an opportunity to participate in the decision making process with respect to the management and delivery of those programs and services;

(f) the possibility that persons who are not Tłįchǫ Citizens may be appointed or elected as members of Tłįchǫ Government institutions; and

(g) amendment of the Constitution by Tłįchǫ Citizens.

7.1.3 The governing body of the Tłįchǫ Government that exercises its law making powers and its primary executive functions will include at least

(a) a Grand Chief elected at large by eligible Tłįchǫ Citizens;

(b) the Chief of each Tłįchǫ community government; and

(c) one representative from each Tłįchǫ community elected by the residents of that community.

7.1.4 To the extent of any conflict between the Tłı̨chǫ Constitution and the Agreement, the Agreement prevails.

7.1.5 Every person shall have reasonable access to a copy of the Tłı̨chǫ Constitution during normal business hours, and, upon request, the Tłı̨chǫ Government shall provide, at cost, copies of the Constitution.

7.2 GENERAL POWERS

7.2.1 The Tłı̨chǫ Government is a legal entity with the legal capacity of a natural person, including but not limited to, the ability to

(a) enter into contracts or agreements;

(b) acquire and hold property, including real property, or any interest therein, sell or otherwise dispose of property or any interest therein;

(c) raise, invest, expend and borrow money;

(d) sue or be sued;

(e) form corporations or any other legal entities; and

(f) do such other things as may be conducive to the exercise of its rights, powers and privileges.

7.2.2 For greater certainty, the Tłı̨chǫ Government may establish trusts and administrative boards, commissions and tribunals and other bodies to perform functions identified in Tłı̨chǫ laws.

7.3 DELEGATION

7.3.1 The Tłı̨chǫ Government may delegate any of its powers, except the power to enact laws, to

(a) a body or official established by a Tłı̨chǫ law;

(b) government, including a department, agency or office of government;

(c) a board or other public body established by legislation; or

(d) a Tłı̨chǫ community government or other municipal government.

7.3.2 A delegation under 7.3.1 must be in writing and, if under 7.3.1(b), (c) or (d), must be agreed to by the delegate.

7.3.3 The Tłı̨chǫ Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation.

7.4 LAW MAKING POWERS

7.4.1 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) the structure of the Tłı̨chǫ Government and its internal management; and

(b) the management and exercise of rights and benefits provided under the Agreement to Tłı̨chǫ Citizens, to the Tłı̨chǫ First Nation or to the Tłı̨chǫ Government including those related to harvesting of wildlife, plants and trees.

7.4.2 The Tłı̨chǫ Government has the power to enact laws in relation to the use, management, administration and protection of Tłı̨chǫ lands and the renewable and non-renewable resources found thereon, including, for greater certainty, laws respecting

(a) the granting of interests in Tłı̨chǫ lands and the expropriation of such interests by the Tłı̨chǫ Government;

(b) land use plans for Tłı̨chǫ lands;

(c) businesses, occupations and activities of a local nature on Tłı̨chǫ lands;

(d) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Tłı̨chǫ lands;

(e) the control or prohibition of the transport, sale, possession or use of intoxicants on Tłı̨chǫ lands; and

(f) the requirement for an authorization from the Wek'èezhìı Land and Water Board for use of Tłı̨chǫ lands where legislation provides an exemption from such a requirement.

7.4.3 The Tłı̨chǫ Government has the power to enact laws in relation to the following matters:

(a) who may harvest fish in waters on Tłı̨chǫ lands;

(b) which Tłı̨chǫ Citizens may harvest fish in Mǫwhì Gogha Dè Nı̨ı̨tłèè;

(c) use of waters on Tłı̨chǫ lands to promote fishery opportunities or activities such as aquaculture, fish stocking, fish hatcheries, trophy fish harvesting or catch and release fishing;

(d) limits, other than total allowable harvest levels, on any species or stock of fish which may be harvested,
  (i) by any person, in waters on Tłı̨chǫ lands, and
  (ii) by Tłı̨chǫ Citizens in Mǫwhì Gogha Dè Nı̨ı̨tłèè;

(e) limits on when fish harvesting may occur, including non-quota limitations such as limits on location, methods, quantities and seasons,
  (i) in relation to any person, in waters on Tłı̨chǫ lands, and
  (ii) in relation to Tłı̨chǫ Citizens, in Mǫwhì Gogha Dè Nı̨ıtłèè;

(f) restrictions on the type of equipment or gear that may be used for fish harvesting, including methods of use and identification of gear and harvested fish
  (i) by any person, in waters on Tłı̨chǫ lands, and
  (ii) in relation to Tłı̨chǫ Citizens, in Mǫwhì Gogha Dè Nı̨ıtłèè;

(g) identification designating
  (i) any person who is authorized to harvest fish in waters on Tłı̨chǫ lands, and
  (ii) a Tłı̨chǫ Citizen who is authorized to harvest fish in Mǫwhì Gogha Dè Nı̨ıtłèè;

(h) identification of fish transported outside Tłı̨chǫ lands or Mǫwhì Gogha Dè Nı̨ıtłèè by Tłı̨chǫ Citizens;

(i) fish allocations received from the Wek'èezhìı Renewable Resources Board; and

(j) other items in regard to fish management as agreed to by the Tłı̨chǫ Government and government and confirmed in legislation.

7.4.4 The Tłı̨chǫ Government has the power to enact laws in relation to

(a) protection of spiritual and cultural beliefs and practices of Tłı̨chǫ Citizens and protection and promotion of the Tłı̨chǫ language and of the culture of the Tłı̨chǫ First Nation;

(b) the use of Tłı̨chǫ language in operations of the Tłı̨chǫ Government and standards for the Tłı̨chǫ language;

(c) the practice of traditional medicine of Tłı̨chǫ Citizens, including the certification of such practitioners;

(d) heritage resources on Tłı̨chǫ lands or in Tłı̨chǫ communities;

(e) training by the Tłı̨chǫ Government for Tłı̨chǫ Citizens;

(f) social assistance, including social housing, for Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, provided that such laws provide for standards, including standards for equitable access, portability and availability of appeal mechanisms;

(g) child and family services for Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, provided that such laws provide for standards, including standards for the application of the principle of acting in the best interests of the child;

(h) guardianship and trusteeship of adult Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community, except in relation to persons who are subject to the *Mental Health Act*, provided that such laws provide for standards, including standards for the application of the principles of natural justice and the promotion of the safety and well-being of those persons;

(i) adoption, in the Northwest Territories, by a Tłı̨chǫ Citizen of a child who is a Tłı̨chǫ Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;

(j) education, except post-secondary, for Tłı̨chǫ Citizens in Tłı̨chǫ communities or on Tłı̨chǫ lands, including the teaching of the Tłı̨chǫ language and the history and culture of the Tłı̨chǫ First Nation but not including the certification of teachers;

(k) pre-schooling and early childhood development programs for Tłı̨chǫ Citizens in Tłı̨chǫ communities or on Tłı̨chǫ lands;

(l) wills, intestacy and administration of estates of Tłı̨chǫ Citizens resident in the Northwest Territories at the time of death;

(m) certification of persons to teach the Tłı̨chǫ language and the history and culture of the Tłı̨chǫ First Nation;

(n) solemnization of marriage on Tłı̨chǫ lands or in a Tłı̨chǫ community, including conditions under which individuals appointed by the Tłı̨chǫ Government may solemnize marriages; and

(o) provision of services to Tłı̨chǫ Citizens by the Tłı̨chǫ Government for the resolution of disputes by processes other than courts.

7.4.5 The Tłı̨chǫ Government has the power to enact laws for Tłı̨chǫ Government purposes in relation to direct taxation of Tłı̨chǫ Citizens on Tłı̨chǫ lands or in a Tłı̨chǫ community.

7.4.6 The powers to enact laws in relation to any of the matters set out in 7.4.1 to 7.4.5 includes the power to enact laws for the enforcement of those laws, including laws

(a) establishing powers of search, seizure, arrest and detention;

(b) providing for the appointment of enforcement officers and identifying their specific duties; and

(c) providing for the imposition of fines, imprisonment or other sanctions of a type authorized by legislation, or for the imposition of other sanctions consistent with the culture and customs of the Tłı̨chǫ First Nation.

7.5 LIMITATIONS AND CONDITIONS

7.5.1 The power to enact laws in relation to the matters set out in 7.4.2 does not include the power to enact laws authorizing the use of water or the deposit of waste in water.

7.5.2 The only laws that may be enacted under 7.4 in relation to fish and fish habitat are those set out in 7.4.3.

7.5.3 7.5.1 and 7.5.2 do not restrict any power under 7.4.1 or 7.4.2 to enact laws respecting habitat for wildlife other than fish.

7.5.4 The power to enact laws in relation to the matters set out in 7.4.4(d) does not include the power to enact laws affecting private property rights in heritage resources.

7.5.5 The Government of the Northwest Territories shall develop, and amend as necessary, core principles and objectives for social assistance, social housing, child and family services, guardianship and trusteeship of adults and pre-schooling and early childhood development. In developing these principles and objectives, the Government of the Northwest Territories shall consult the Tłı̨chǫ Government. Standards established by the Government of the Northwest Territories and Tłı̨chǫ Government shall be compatible with these core principles and objectives.

7.5.6 The Tłı̨chǫ Government shall provide to the Government of the Northwest Territories notice of adoptions under 7.4.4(i) laws and of marriages under 7.4.4(n) laws.

7.5.7 Curriculum, examination and other standards established under 7.4.4(j) shall be designed with the objective of permitting transfers of students between and within provincial and territorial school systems at a similar level of achievement and enabling qualified students to gain admission to provincial and territorial post-secondary education systems.

7.5.8 The power to enact laws in relation to the matters set out in 7.4.4(o) does not include the power to require persons to submit to any dispute resolution process without their consent.

7.5.9 Except where expressly applicable only to Tłı̨chǫ Citizens, the power to enact laws in relation to the matters set out in 7.4 includes the power to enact laws that are applicable to persons who are not Tłı̨chǫ Citizens.

7.5.10 The power to enact laws in relation to the matters set out in 7.4 does not include the power to enact laws

(a) regulating professions or certifying trades or occupations;

(b) authorizing the manufacture of intoxicants;

(c) preventing any person from exercising a right of access under chapter 19 or imposing any conditions on the exercise of such rights, except conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3, or conditions established in accordance with chapter 6 where that process is expressly provided for in chapter 19;

(d) imposing any conditions on the exercise of an interest listed in part 2 of the appendix to chapter 18, or any renewals, replacements, transfers or extensions of term thereof;

(e) establishing a permitting system for the use of the surface of Tłįchǫ land;

(f) relating to broadcasting or telecommunications or to intellectual property;

(g) conferring the status of a corporation on a body;

(h) that are criminal laws or in relation to criminal procedure;

(i) establishing a court;

(j) providing for the imposition of fines or imprisonment beyond general limits provided for summary conviction offences in the *Criminal Code* for which no specific punishment is provided; or

(k) providing for the imposition of sanctions, other than those of a type authorized by legislation, on a person who is not a Tłįchǫ Citizen without that person's consent.

7.5.11 For greater certainty, the power to enact laws in relation to the matters set out in 7.4.5 shall not limit the power of government or a Tłįchǫ community government to impose or levy taxes or enact laws in respect of taxation.

7.5.12 Any Tłįchǫ law enacted in relation to the matters set out in 7.4.5 is subject to the obligations of the Government of Canada under international treaties, conventions and protocols respecting taxation.

7.5.13 Before enacting a law in relation to the matters set out in 7.4.2, the Tłįchǫ Government shall consult with government.

7.5.14 Before enacting a law in relation to a matter set out in 7.4.4(d) that is applicable in a Tłįchǫ community or a law that applies to Tłįchǫ land that is under water and is adjacent to a Tłįchǫ community, the Tłįchǫ Government shall consult with the Tłįchǫ community government.

7.5.15 Before enacting a law in relation to a matter set out in any of 7.4.4(f) to (l), the Tłįchǫ Government shall consult with the Government of the Northwest Territories.

7.5.16 When the Government of the Northwest Territories is of the opinion that a Tłı̨chǫ law in relation to a matter set out in any of 7.4.4(f) to (l) has rendered territorial legislation partially inoperative, unreasonably alters the character of the legislation, or makes it unduly difficult to administer that legislation, the Government of the Northwest Territories, including a community government, may amend its legislation.

7.6 JUDICIAL PROCEEDINGS

7.6.1 The Tłı̨chǫ Government has standing in any judicial proceedings, including any other dispute resolution proceedings, to act on behalf of any individual Tłı̨chǫ Citizen, except where that Tłı̨chǫ Citizen objects, or on behalf of the Tłı̨chǫ First Nation with respect to rights or benefits under the Agreement.

7.6.2 The Tłı̨chǫ Government has standing in any judicial proceedings in which custody of a child who is a Tłı̨chǫ Citizen is in dispute, and the court will take judicial notice of Tłı̨chǫ laws and will consider any evidence and representations in respect of the culture and customs of the Tłı̨chǫ First Nation in addition to any other matters it is required by law to consider. The participation of the Tłı̨chǫ Government in such judicial proceedings will be in accordance with the applicable rules of court and will not affect the ability of the court to control its process.

7.6.3 When the courts of the Northwest Territories are enforcing Tłı̨chǫ laws, the courts shall give consideration to the culture and customs of the Tłı̨chǫ First Nation.

7.6.4 The Tłı̨chǫ Government is responsible for the prosecution of violations of Tłı̨chǫ laws before the courts of the Northwest Territories and for appeals or other judicial proceedings with respect to such prosecutions, and will ensure that such prosecutions are consistent with the common law standards required for similar types of offences in Canada taking into account the culture and customs of the Tłı̨chǫ First Nation.

7.6.5 The Tłı̨chǫ Government is responsible for enforcing sanctions provided for violations of Tłı̨chǫ laws other than those referred to in 7.6.6.

7.6.6 The Government of the Northwest Territories is responsible for enforcing sanctions provided for violations of Tłı̨chǫ laws where the sanctions are fines, imprisonment and other sanctions of a type provided for in legislation.

7.6.7 An agreement may be concluded in respect of the enforcement of Tłı̨chǫ laws, of legislation in relation to Tłı̨chǫ Citizens or of legislation in relation to Tłı̨chǫ lands by the Tłı̨chǫ Government and government.

7.7 CONFLICT OF LAWS

7.7.1 Unless otherwise provided in the Agreement, the powers of the Tłı̨chǫ Government to enact laws are concurrent with those of government.

7.7.2 In the case of conflict between federal legislation of general application and a Tłı̨chǫ law, the federal legislation prevails to the extent of the conflict and in the case of conflict between any other federal legislation and a Tłı̨chǫ law, the Tłı̨chǫ law prevails to the extent of the conflict.

7.7.3 Except where provided otherwise in the Agreement, in the case of conflict between territorial legislation of general application and a Tłı̨chǫ law, the Tłı̨chǫ law prevails to the extent of the conflict.

7.7.4 In the case of conflict between a Tłı̨chǫ law and a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement, the provision of the territorial legislation prevails to the extent of the conflict.

7.8 REGISTER OF TŁĮCHǪ LAWS

7.8.1 The Tłı̨chǫ Government shall maintain, at its principal administrative offices, a register on which it shall enter the text of all Tłı̨chǫ laws, including any amendment to those laws.

7.8.2 Every person shall have reasonable access to the register during normal business hours.

7.8.3 The Tłı̨chǫ Government upon request shall provide, at cost, copies of Tłı̨chǫ laws.

7.9 COORDINATION OF PROGRAM AND SERVICE DELIVERY

7.9.1 Government and the Tłı̨chǫ Government shall exercise their respective powers, to the extent practicable, in a manner that coordinates the delivery of programs and services provided to Tłı̨chǫ Citizens and to all residents of the Northwest Territories.

7.9.2 Where one of the Parties is of the opinion that there may be or has been a serious disruption in the delivery of a program or service on Tłı̨chǫ lands or in a Tłı̨chǫ community, then, on 60 days notice by one of the Parties, the Parties will enter into discussions for the purpose of reaching agreement on whether there has been a disruption and if so, on how best to deal with it, including any cost-sharing arrangements. During the course of these discussions, the Parties shall consider

(a) the impact of the disruption on the delivery of the program or service;

(b) the options for maintaining the delivery, financing and administration of the program or service; and

(c) the potential cost implications of such options for each of the Parties.

7.9.3 Government and the Tłı̨chǫ Government may enter into agreements to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery, including arrangements for information sharing, record-keeping, methods of ensuring comparability of standards, cooperation in negotiation of inter-jurisdictional agreements, and any other measures as agreed.

7.10 INTERGOVERNMENTAL SERVICES AGREEMENTS

7.10.1 The Agreement shall not come into effect until the first intergovernmental services agreement, negotiated by government and the Dogrib Treaty 11 Council and as submitted by the chief negotiators to their principals during the ratification process, has been signed.

7.10.2 The first intergovernmental services agreement referred to in 7.10.1 and any subsequent agreement shall, where practicable, provide for the delivery of a type of program or service to all persons on Tłįchǫ lands or in a Tłįchǫ community by a single mechanism.

7.10.3 The primary objective of an intergovernmental services agreement is

(a) to provide for the management, administration and delivery of health, education, welfare, family or other social programs and services to persons other than Tłįchǫ Citizens on Tłįchǫ lands or in a Tłįchǫ community and to Tłįchǫ Citizens; and

(b) to be the instrument through which government and the Tłįchǫ Government exercise their authorities over these types of programs and services and assume responsibility and accountability for their delivery,

in a manner that respects and promotes the Tłįchǫ language and the culture and way of life of the Tłįchǫ First Nation.

7.10.4 An intergovernmental services agreement may include a description of the principal elements of any legislation or Tłįchǫ laws governing the types of programs and services covered by it and shall include

(a) a description of the manner in which Tłįchǫ language and the culture and way of life of the Tłįchǫ First Nation will be respected and promoted;

(b) a description of the manner in which the programs and services will be delivered, including any role to be played by government, by the Tłįchǫ Government, by any institution of government, including, for greater certainty, a Tłįchǫ community government, by any institution of the Tłįchǫ Government or by any joint institution;

(c) provisions implementing the principle that persons affected by an intergovernmental services agreement should have an opportunity to participate in the decision making process with respect to the management and delivery of the programs and services covered by it, provided that, in the case of programs and services delivered by an institution of government or of the Tłįchǫ Government or by a joint institution of both, this principle shall be implemented by providing an appropriate opportunity for those persons to be represented on that institution;

(d) provisions for the resolution of disputes; and

(e) provisions for its periodic review, a process for its amendment and a process, including appropriate notice periods, for its renewal or replacement.

7.10.5 The first intergovernmental services agreement shall be in effect for a period of 10 years from the effective date, unless another time period is set out in that agreement and may, upon its expiration, be renewed or replaced by another intergovernmental services agreement on all or any of the types of programs and services covered by the first agreement.

7.10.6 Unless the Parties otherwise agree, at least two years prior to the expiration date of an intergovernmental services agreement, the Parties shall give notice to each other as to whether they wish to negotiate a renewal or replacement agreement.

7.10.7 During the negotiation of an intergovernmental services agreement after the first one, the Parties shall review the financing agreement referred to in 7.11 to determine whether any amendments are required to the financing agreement in relation to financing in support of the intergovernmental services agreement.

7.10.8 Intergovernmental services agreements shall not form part of the Agreement.

7.10.9 An intergovernmental services agreement shall bind the Tłı̨chǫ Government, the Government of the Northwest Territories and the Government of Canada as parties.

7.10.10 Where government provides a health, education, welfare, family or other social program or service in the Northwest Territories, it shall provide the program or service

(a) to Tłı̨chǫ Citizens in a community in the Northwest Territories at a level comparable to that at which it is provided to all persons resident in that community; and

(b) in each Tłı̨chǫ community at a level comparable to that at which it is provided in a similar community in the Northwest Territories.

7.10.11 In the absence of an intergovernmental services agreement in relation to any health, education, welfare, family or other social program or service provided to the residents of the Northwest Territories, the Parties shall exercise their powers, to the extent practicable, so as to

(a) minimize duplication and other inefficiencies in the delivery of such a program or service; and

(b) take advantage of opportunities for administrative harmonization and sharing of facilities in the delivery of such a program or service.

7.11 FINANCING AGREEMENTS

7.11.1 The Agreement shall not come into effect before the signing of the first financing agreement by the Government of Canada and the Dogrib Treaty 11 Council as submitted by the chief negotiators for the Government of Canada and the Dogrib Treaty 11 Council to their principals.

7.11.2 The first financing agreement shall be for a term of at least five years from the effective date and may be renewed or replaced by another financing agreement.

7.11.3 The following are objectives for the negotiation of a financing agreement:

(a) the Tłįchǫ Government and its institutions be able to
  (i) fulfill any role identified for them in an intergovernmental services agreement made under 7.10 in relation to the programs and services covered by that agreement so that those programs and services are provided at levels reasonably comparable to those generally prevailing in the Northwest Territories, and
  (ii) exercise any other powers of the Tłįchǫ Government under the Agreement; and

(b) the Parties be guided by their commitment to an effective central government in the Northwest Territories with the ability
  (i) to continue to deliver its programs and services to all residents of the Northwest Territories, and
  (ii) to effect economic and fiscal policies on a territory-wide basis.

7.11.4 In negotiating a financing agreement, the following shall be taken into account:

(a) the capacity of the Tłįchǫ Government to generate revenues from its own sources;

(b) diseconomies of scale which impose higher operating or administrative costs on the Tłįchǫ Government;

(c) opportunities for economies, including the possibilities for cooperative or joint arrangements among government, Tłįchǫ community governments and the Tłįchǫ Government for the management and delivery of programs or services;

(d) other financing provided to the Tłįchǫ Government;

(e) geographic distribution of the population receiving services covered by the financing agreement from the Tłįchǫ Government;

(f) the prevailing fiscal policies of government;

(g) the costs to government of managing and delivering a particular program or service for which the Tłįchǫ Government is assuming responsibility;

(h) the desirability of funding arrangements that are reasonably stable and predictable; and

(i) such other matters as government and the Tłįchǫ Government may agree.

7.11.5 To assist in the negotiation of a financing agreement, government and the Tłįchǫ Government shall disclose all relevant information required for those negotiations.

7.11.6 A financing agreement shall set out

(a) the amounts of money to be provided by government towards the cost of establishing and operating the Tłı̨chǫ Government and its institutions including any role identified for it or them under an intergovernmental services agreement made under 7.10;

(b) the mechanism for the transfer of money provided by government;

(c) financial accountability provisions, including those respecting reporting and audit;

(d) provisions for the exchange of information required to administer the financing agreement;

(e) procedures for negotiating a subsequent financing agreement;

(f) procedures for the resolution of disputes; and

(g) any other relevant matters.

7.11.7 Subject to 7.11.8, the Tłı̨chǫ Government and Tłı̨chǫ Citizens may continue to access federal and territorial program financing in accordance with program authorities and conditions in effect from time to time.

7.11.8 Notwithstanding 2.2.2, a financing agreement may provide that, in consideration of the money to be provided under it, the Tłı̨chǫ Government and Tłı̨chǫ Citizens are not eligible for specified program financing.

7.11.9 Monies to be provided under a financing agreement shall be paid out of such monies as may be appropriated by Parliament or the Legislature of the Northwest Territories for those purposes.

7.11.10 Financing agreements shall not form part of the Agreement.

7.11.11 A financing agreement shall bind government and the Tłı̨chǫ Government as parties.

7.11.12 The levels of financing provided pursuant to a financing agreement may be adjusted annually according to a formula set out in the financing agreement.

7.12 GENERAL OBLIGATIONS

7.12.1 Except where expressly agreed by the Parties, nothing in this chapter creates or implies or can be used by any Party to create for another Party or for any other jurisdiction any financing obligations or any obligations to provide programs and services.

7.13 INTERNATIONAL LEGAL OBLIGATIONS

7.13.1 The following definition applies in 7.13.

"international treaty" means an agreement governed by international law and concluded in written form

(a) between States; or

(b) between one or more States and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation.

7.13.2 Prior to consenting to be bound by an international treaty that may affect a right of the Tłįchǫ Government, the Tłįchǫ First Nation or a Tłįchǫ Citizen, flowing from the Agreement, the Government of Canada shall provide an opportunity for the Tłįchǫ Government to make its views known with respect to the international treaty either separately or through a forum.

7.13.3 Where the Government of Canada informs the Tłįchǫ Government that it considers that a law or other exercise of power of the Tłįchǫ Government causes Canada to be unable to perform an international legal obligation, the Tłįchǫ Government and the Government of Canada shall discuss remedial measures to enable Canada to perform the international legal obligation. Subject to 7.13.4, the Tłįchǫ Government shall remedy the law or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.

7.13.4 Where the Government of Canada and the Tłįchǫ Government disagree over whether a law or other exercise of power of the Tłįchǫ Government causes Canada to be unable to perform an international legal obligation, the dispute shall be resolved pursuant to 6.4 and 6.5, except that 6.5.4, 6.5.5 and 6.5.10 shall not apply in the resolution of such a dispute. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the law or other exercise of power of the Tłįchǫ Government does not cause Canada to be unable to perform the international legal obligation, the Government of Canada shall not take any further action for this reason aimed at changing the Tłįchǫ Government law or other exercise of power. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Tłįchǫ Government law or other exercise of power causes Canada to be unable to perform the international legal obligation, the Tłįchǫ Government shall remedy the law or other exercise of power to enable Canada to perform the international legal obligation. The resolution of a dispute pursuant to this paragraph is without prejudice to the application of 7.13.6.

7.13.5 The Government of Canada shall consult the Tłįchǫ Government in the development of positions taken by Canada before an international tribunal where a law or other exercise of power of the Tłįchǫ Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal shall take into account the commitment of the Parties to the integrity of this Agreement.

7.13.6 Notwithstanding 7.13.4, if there is a finding of an international tribunal of non-performance of an international legal obligation of Canada attributable to a law or other exercise of power of the Tłįchǫ Government, the Tłįchǫ Government shall, at the request of the Government of Canada, remedy the law or action to enable Canada to perform the international legal obligation consistent with the compliance of Canada.

7.13.7 For greater certainty, reference to Canada's international legal obligations in the Agreement includes those that are in force on or after the effective date.

7.14 TRANSITIONAL

7.14.1 On the effective date, the Dogrib Treaty 11 Council, the Dog Rib Rae band, the Whati First Nation band, the Gameti First Nation band and the Dechi Laot'i First Nations band cease to exist and are succeeded by the Tłįchǫ Government.

7.14.2 On the effective date, the assets and liabilities of the bands referred to in 7.14.1 become the assets and liabilities of the Tłįchǫ Government.

7.14.3 Any monies held by the Government of Canada for the use and benefit of the bands referred to in 7.14.1 shall be transferred to the Tłįchǫ Government as soon as practicable after the effective date.

7.14.4 On the effective date,

(a) any assets or liabilities of the Dogrib Treaty 11 Council become the assets and liabilities of the Tłįchǫ Government; and

(b) the Executive of the Dogrib Treaty 11 Council that is in office immediately before that date becomes the governing body of the Tłįchǫ Government until replaced in accordance with the Tłįchǫ Constitution.

CHAPTER 8

TŁĮCHǪ COMMUNITY GOVERNMENTS

8.1 ESTABLISHMENT OF TŁĮCHǪ COMMUNITY GOVERNMENTS

8.1.1 The Tłįchǫ community governments of Behchokǫ̀, Whatì, Gamètì and Wekweètì must be established by territorial legislation.

8.1.2 The legislation establishing the Tłįchǫ community governments shall be consistent with the Agreement and shall

(a) set out the powers of the Tłįchǫ community governments and provide for the election procedures to be followed by Tłįchǫ community governments, including those for by-elections to fill vacated positions;

(b) provide for the structures and administration of the Tłįchǫ community governments and for their dissolution in accordance with 8.8;

(c) provide for transitional arrangements respecting existing community governments in the Tłįchǫ communities, including the transfer of their assets and assumption of their liabilities and, where necessary, their dissolution;

(d) delineate the boundary of each Tłįchǫ community;

(e) provide for any necessary authority of the Minister with respect to the operational and financial accountability of the Tłįchǫ community governments;

(f) provide for the cancellation of any certificate of title issued before the effective date for a parcel of land that has become Tłįchǫ community land;

(g) provide for the issuance of a new certificate of title for an interest listed in part 2 of the appendix to chapter 9 where a certificate of title for that interest was issued before the effective date;

(h) provide for the requirements for the issuance of certificates of title for Tłįchǫ community land and for the registration of instruments related to Tłįchǫ community land;

(i) provide for public access to roads and government access to Tłįchǫ community land;

(j) provide the powers required for the Tłı̨chǫ community government to administer *Tłı̨chǫ community* land; and

(k) provide the powers required for the Tłı̨chǫ community government to enter into municipal services agreements.

8.1.3 The chief municipal electoral officer in the Northwest Territories shall conduct the elections of the first Chiefs and councillors for the Tłı̨chǫ community governments.

8.1.4 The provisions of the legislation establishing the Tłı̨chǫ community governments will come into force on the effective date, except that any provisions in it respecting the first elections may come into force earlier.

8.1.5 Any Chief or councillors of a Tłı̨chǫ community government elected before the effective date will not be considered to be in office before the effective date.

8.1.6 The Government of the Northwest Territories shall obtain the consent of the Tłı̨chǫ Government before introducing any bill to amend the legislation referred to in 8.1.1.

8.2 STRUCTURE OF TŁĮCHǪ COMMUNITY GOVERNMENTS

8.2.1 A Tłı̨chǫ community government shall be comprised of a Chief and an even number of councillors. No Tłı̨chǫ community government shall have fewer than four councillors. The maximum number of councillors for each Tłı̨chǫ community government shall be determined in relation to the number of residents in the community, including children, as confirmed by the most recent census conducted before the election of the councillors, as follows:

Number of Tłı̨chǫ Community Residents	Maximum Number of Councillors
Less than 200	4
200 - 299	6
300 - 499	8
500 - 999	10
1,000 or more	12

8.2.2 The legislation establishing the Tłı̨chǫ community governments

(a) shall define residency in a Tłı̨chǫ community or in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), for the purposes of 8.2.1, 8.2.3 and 8.2.4;

(b) may provide eligibility criteria, for Tłı̨chǫ community government elections, that are the same as the criteria provided generally for elections of other community governments in the Northwest Territories;

(c) may provide the grounds and the process for removing a Chief or a councillor from office that are the same as is provided generally for other community governments in the Northwest Territories;

(d) may provide for a candidate for Chief or for candidates for councillor seats to be confirmed in office without an election where there is only one candidate for Chief or the number of candidates for councillor seats does not exceed the number of vacancies;

(e) may provide for a periodic census for the purpose of 8.2.1; and

(f) may provide for the appointment, by at least half of the councillors, of a councillor to act as Chief in the absence of the Chief.

8.2.3 A person is an eligible voter in a Tłı̨chǫ community if that person

(a) is a Canadian citizen or permanent resident of Canada;

(b) is resident in the community for at least the six months immediately preceding the vote;

(c) is at least 18 years of age on the day of the vote; and

(d) has been resident in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) for at least the two years immediately preceding the vote.

8.2.4 The Chief of a Tłı̨chǫ community government must be a Tłı̨chǫ Citizen who is at least 18 years of age, has been resident in the community for at least the two years immediately preceding the vote, and is nominated and elected by Tłı̨chǫ Citizens who are eligible voters. If a councillor is appointed to act as Chief in the absence of the Chief, that councillor must be a Tłı̨chǫ Citizen.

8.2.5 A councillor of a Tłı̨chǫ community government must be an eligible voter who is nominated and elected by eligible voters.

8.2.6 Subject to 8.2.7, in an election for a Tłı̨chǫ community government, those candidates with the most votes shall be elected as councillors.

8.2.7 No more than half of the council seats may be filled by candidates who are not Tłı̨chǫ Citizens and the remaining seats shall be filled by the candidates with the most votes among those who are Tłı̨chǫ Citizens.

8.3 DELEGATION

8.3.1 A Tłı̨chǫ community government may delegate any of its powers, except powers to enact laws, to

(a) a public body or office established by a law of that community government;

(b) the Tłı̨chǫ Government or a body or office established by a Tłı̨chǫ law;

(c) government, including a department, agency or office of government; or

(d) a public body established by legislation.

8.3.2 A delegation under 8.3.1 must be in writing and, if under (b), (c) or (d), must be agreed to by the delegate.

8.3.3 A Tłı̨chǫ community government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation. The delegation agreement may include powers exercisable outside the community and powers to enact laws applicable outside the community.

8.3.4 Where the Tłı̨chǫ Government has delegated authority to a Tłı̨chǫ community government to deliver programs for which government funding would be available to the Tłı̨chǫ Government if it were delivering the programs, the Tłı̨chǫ community government shall be treated as though the Tłı̨chǫ Government had made the application to government for program funding.

8.3.5 When applying to government for funding under 8.3.4, a Tłı̨chǫ community government shall be treated as a separate entity for purposes of calculating the entitlement to and quantum of funding.

8.4 POWERS TO ENACT LAWS

8.4.1 Legislation shall provide a Tłı̨chǫ community government with the powers to enact laws relating to

(a) the operation and internal management of the Tłı̨chǫ community government;

(b) the borrowing of money by the Tłı̨chǫ community government;

(c) the administration of and the granting of interests in Tłı̨chǫ community lands; and

(d) the following matters in the Tłı̨chǫ community:
  (i) management, use and protection of lands, including land use planning,
  (ii) public order, peace and safety,
  (iii) housing for residents,
  (iv) by-law enforcement,
  (v) intoxicants,

(vi) local transportation,
(vii) business licensing and regulation,
(viii) gaming and recreational contests, and
(ix) other matters of a local or private nature, including taxation.

8.4.2 For greater certainty, a Tłı̨chǫ community government shall not have the power to enact laws that are criminal laws or in relation to criminal procedures.

8.5 INCONSISTENCY OR CONFLICT

8.5.1 In the case of any inconsistency or conflict between federal legislation and laws enacted by a Tłı̨chǫ community government, the federal legislation prevails to the extent of the inconsistency or conflict.

8.5.2 In the case of any conflict between a Tłı̨chǫ law and legislation establishing a Tłı̨chǫ community government, the legislation establishing the Tłı̨chǫ community government prevails to the extent of the conflict.

8.5.3 Except where otherwise provided in the Agreement, in the case of any inconsistency or conflict between laws enacted by a Tłı̨chǫ community government and other territorial legislation, the other territorial legislation prevails to the extent of the inconsistency or conflict.

8.5.4 For greater certainty, in the case of conflict between a Tłı̨chǫ law and a law enacted by a Tłı̨chǫ community government, the Tłı̨chǫ law prevails to the extent of the conflict.

8.6 PROGRAMS AND SERVICES

8.6.1 A Tłı̨chǫ community government may enter into agreements with government, other community governments in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), the Tłı̨chǫ Government or bodies of a type identified in the legislation establishing the Tłı̨chǫ community governments to deliver, administer and manage programs and services for residents of a Tłı̨chǫ community.

8.6.2 Programs and services delivered and managed by a Tłı̨chǫ community government shall be funded at levels comparable to funding levels for similar programs and services in other communities in the Northwest Territories. Where the Tłı̨chǫ community government and the Government of the Northwest Territories do not reach agreement on comparable funding levels, the Tłı̨chǫ Government may refer, for resolution under chapter 6, the question as to whether the method used for determining comparable funding levels is equitable.

8.7 EXPANSION OF TŁĮCHǪ COMMUNITY BOUNDARIES

8.7.1 The boundary of a Tłįchǫ community may, in accordance with applicable legislation and the appendix to this chapter, be expanded.

8.8 DISSOLUTION OR RELOCATION

8.8.1 The agreement of the Parties is required before a Tłįchǫ community government is dissolved or before a Tłįchǫ community is relocated.

8.8.2 An agreement under 8.8.1 shall, subject to chapter 9, make provision for all assets and liabilities of the Tłįchǫ community government.

8.8.3 In the agreement under 8.8.1, the Parties shall describe the amendment to the Agreement required to reflect the dissolution of any Tłįchǫ community government or the relocation of any Tłįchǫ community.

8.8.4 The dissolution or relocation is not effective until the amendment to the Agreement referred to in 8.8.3 is consented to under 2.10.

8.9 ESTABLISHMENT OF NEW TŁĮCHǪ COMMUNITY GOVERNMENTS

8.9.1 A new Tłįchǫ community shall only be established by agreement among the Parties and by the enactment of territorial legislation. The legislation shall be consistent with the Agreement and shall set out the powers of the government for that community and provide for its administration and structures. A new Tłįchǫ community shall only be established adjacent to Tłįchǫ lands.

8.9.2 In the agreement under 8.9.1, the Parties shall describe the amendment to the Agreement required to reflect the establishment of a Tłįchǫ community government.

8.9.3 The establishment of a new Tłįchǫ community is not effective until the amendment to the Agreement referred to in 8.9.2 is consented to in accordance with 2.10.

APPENDIX TO CHAPTER 8

PROCESS FOR EXPANSION OF THE BOUNDARY OF A TŁĮCHǪ COMMUNITY (8.7.1)

1. The territorial Minister may not expand the boundary of a Tłı̨chǫ community except at the written request of the Tłı̨chǫ community government.

2. The consent of the Tłı̨chǫ Government is required where the expansion of the boundary would be into an area containing Tłı̨chǫ lands.

3. Before requesting the territorial Minister to expand the boundary of a Tłı̨chǫ community into an area containing Tłı̨chǫ lands, the Tłı̨chǫ community government shall discuss with the Tłı̨chǫ Government the need for the expansion and shall attempt to negotiate an agreement with the Tłı̨chǫ Government for the conveyance of the Tłı̨chǫ lands required for the expansion.

4. Where the territorial Minister receives a request from a Tłı̨chǫ community government but decides not to expand the boundary of the community, the Minister shall provide written reasons to the community government for that decision.

CHAPTER 9

TŁĮCHǪ COMMUNITY LANDS

9.1 TITLE

9.1.1 Subject to 9.1.2, title to all lands in a Tłįchǫ community, other than the parcels described in part 1 of the appendix to this chapter or in the documents listed in that part, but including lands not so described that are in the community and are adjacent to or under any water body, is, on the effective date, vested in fee simple in the Tłįchǫ community government.

9.1.2 The title referred to in 9.1.1

(a) does not include title to the mines and minerals, other than specified substances;

(b) is subject to any interests listed in part 2 of the appendix to this chapter in relation to that community, to any renewals of those interests and, where there is a right of replacement, to any replacement of those interests, and does not affect any encumbrances in respect of those interests; and

(c) is subject to any leases granted under 9.1.3.

9.1.3 Before the effective date, a person authorized by the Dogrib Treaty 11 Council may, on behalf of a Tłįchǫ community government, execute an agreement for the granting of a lease described in part 3 of the appendix to this chapter. All such leases will come into effect on the effective date and the agreement will bind the Tłįchǫ community government on whose behalf it was executed.

9.1.4 Before the effective date, the chief negotiators may agree in writing to amend part 3 of the appendix to this chapter by adding thereto the descriptions of additional leases, and that part of the appendix shall be deemed to have been amended in accordance with such an amending agreement upon the execution of the amending agreement by the chief negotiators.

9.1.5 During the first year after the effective date, the Parties will, following consultation with the affected Tłįchǫ community government, amend part 2 of the appendix to this chapter to include any interests granted before the effective date that are in effect immediately before that date.

9.1.6 During the first year after the effective date, the Parties may amend part 1 or part 2 or the appendix to this chapter to

(a) correct an error in the description of a parcel described in part 1 or in a document listed in that part or of an interest listed in part 2;

(b) include in part 1 the description of a parcel held, immediately before the effective date, in fee simple or the description of a document containing the description of such a parcel;

(c) remove from part 1 the description of a parcel not held in fee simple immediately before the effective date or the description of a document containing the description of such a parcel; or

(d) remove from part 2 an interest that did not exist immediately before the effective date.

9.1.7 An amendment under 9.1.5 or 9.1.6 shall be deemed to have been made immediately before the effective date.

9.1.8 In the case of a dispute among the Parties as to whether any interest, renewal or replacement has been granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest that an arbitrator determines under chapter 6 to have been granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter immediately before the effective date.

9.1.9 For greater certainty, a Tłįchǫ community government may not acquire, by agreement or by expropriation, the fee simple interest in any mines or minerals, other than specified substances, but may, without any approval by government, acquire fee simple title in any part of a parcel that is adjacent to or under a water body in that community.

9.1.10 Upon acquisition by a Tłįchǫ community government of the fee simple interest of any part of a parcel in that community that is described in part 1 of the appendix to this chapter or described in a document listed in that part, that land becomes Tłįchǫ community land.

9.1.11 After the effective date, government shall not grant any new mining rights within the boundary of a Tłįchǫ community.

9.1.12 The powers and obligations of the lessor or any representative of the lessor in relation to a lease listed in part 2 of the appendix to this chapter shall be assumed by the Tłįchǫ community government to whose land the lease relates or by any other territorial official or body identified by the legislation establishing the Tłįchǫ community governments.

9.1.13 Territorial legislation applies to a lease listed in part 2 of the appendix to this chapter instead of any federal legislation cited in the lease.

9.1.14 The Supreme Court of the Northwest Territories shall assume any jurisdiction confirmed for the Federal Court in a lease listed in part 2 of the appendix to this chapter.

9.2 NEW OR EXPANDED TŁĮCHǪ COMMUNITIES

9.2.1 Subject to 9.2.2, the fee simple title to any Tłı̨chǫ land in a Tłı̨chǫ community that was established or whose boundary was expanded after the effective date shall be conveyed to the Tłı̨chǫ community government or to government for subsequent conveyance to the Tłı̨chǫ community government, in accordance with 18.1.9 or expropriated for that Tłı̨chǫ community in accordance with chapter 20. The title to these Tłı̨chǫ community lands is subject to any interests listed in part 2 of the appendix to chapter 18, to any interests granted by the Tłı̨chǫ Government since the effective date and to any renewals or replacements of such interests.

9.2.2 The mines and minerals, other than specified substances, and the right to work them, in the Tłı̨chǫ lands conveyed or expropriated under 9.2.1 shall be vested in government.

9.3 LIMITS ON ALIENATION OF TŁĮCHǪ COMMUNITY LANDS

9.3.1 It is important to maintain the integrity of Tłı̨chǫ community lands. Therefore, as a general principle, such lands shall not be expropriated, but if expropriation is necessary, the minimum interest required shall be taken.

9.3.2 Tłı̨chǫ community lands may be expropriated by an expropriating authority in accordance with legislation.

9.3.3 Before proceeding with the expropriation of Tłı̨chǫ community lands, an expropriating authority shall discuss with the Tłı̨chǫ community government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.

9.3.4 Subject to 9.3.5 and 9.3.6, a Tłı̨chǫ community government may not convey the fee simple interest in Tłı̨chǫ community lands or grant an interest in the lands for a term exceeding 99 years, including any period of renewal, or that arises more than 99 years after the grant is made.

9.3.5 9.3.6 does not apply to conveyances or grants to an expropriating authority in place of expropriation.

9.3.6 Subject to 9.3.7, if authorized by the majority of those voting in a referendum conducted by a community government, that government may,

(a) grant an interest less than fee simple in Tłı̨chǫ community lands for a term exceeding 99 years or that arises more than 99 years after the grant is made; or

(b) after the 20th anniversary of the effective date, convey the fee simple interest in Tłı̨chǫ community lands.

9.3.7 Only persons qualified to vote for councillors of the community government may vote in the referendum referred to in 9.3.6.

9.4 RIGHT TO ACQUIRE GOVERNMENT LANDS

9.4.1 Where government has determined it no longer requires land that it holds in a Tłįchǫ community, it shall make an offer to convey fee simple title to that land or whatever lesser title it holds, excluding mines and minerals that are not specified substances, to the Tłįchǫ community government and shall not convey such an interest in those lands to any other person or government.

9.4.2 The Tłįchǫ community government is not liable for the payment of any consideration in respect of the value of lands conveyed to it under 9.4.1, but is liable for any costs incurred by government to effect the conveyance. If there are any improvements on the lands, government may, before conveyance of title to the Tłįchǫ community government, grant an interest, less than fee simple, in relation to the improvements, and the title of the Tłįchǫ community government will be subject to that interest.

9.4.3 Notwithstanding 9.4.1 and 9.4.2, government is not obliged to convey title to the land referred to in 9.4.1 if the land had been acquired by government from the Tłįchǫ community government upon payment of consideration or compensation, unless government is paid by the Tłįchǫ community government for the value of that consideration or compensation.

9.4.4 Any dispute as to the amount to be paid to government under 9.4.3 may be referred by the Tłįchǫ community government for resolution in accordance with chapter 6.

9.5 DISSOLUTION OR RELOCATION

9.5.1 Fee simple title to Tłįchǫ community lands and to mines and minerals held by government in, on or under those lands shall, upon dissolution of the Tłįchǫ community government or, in the case of the relocation of a Tłįchǫ community, upon confirmation by government that the Tłįchǫ community government is no longer responsible for those lands, be conveyed by government to the Tłįchǫ Government, and those lands shall become Tłįchǫ lands. Such title is subject to any interests in such lands identified in the transfer documentation and to any renewals, replacements, transfers or extensions of term of such interests.

9.5.2 Unless otherwise agreed by the Parties, the Tłįchǫ Government shall convey to government the fee simple title in Tłįchǫ lands of equivalent value to the lands conveyed to the Tłįchǫ Government under 9.5.1. If the lands conveyed under 9.5.1 are improved, and the substitute lands are unimproved, the Tłįchǫ Government may pay for the value of those improvements with money instead of with land.

9.5.3 Any dispute as to the value, for the purpose of 9.5.2, of the lands conveyed to government, of substitute lands or of improvements, may be referred by a Party for resolution in accordance with chapter 6.2

9.6 CONTAMINATED SITES

9.6.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), the program shall apply to such sites on Tłı̨chǫ community lands that are listed in part 4 of the appendix to this chapter as if the lands were Crown lands.

9.6.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended so as to include that site.

9.6.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended so as to include that site.

9.6.4 Government shall be responsible for the costs associated with any clean-up of a contaminated site under 9.6.1 on Tłı̨chǫ community lands.

9.6.5 9.6.4 shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.

9.6.6 There shall be no compensation payable for damage which may be caused to Tłı̨chǫ community lands as a result of the clean-up of a contaminated site on Tłı̨chǫ community lands under 9.6.1.

9.6.7 Government shall not be liable for any loss or damage to residents of a Tłı̨chǫ community or to the Tłı̨chǫ community government from contaminated sites on Tłı̨chǫ community lands whether or not they are known at the time the ratification process commenced.

9.6.8 9.6.7 does not affect any obligation of government under 9.6.1 or 9.6.4.

9.7 PROPERTY TAX ASSISTANCE

9.7.1 On the effective date, the Government of Canada shall pay to the Tłı̨chǫ Government $85,000 (2002$). This payment was calculated as a portion of the payments in lieu of taxes that the Government of Canada would have made over the 10 years following effective date for lands in Tłı̨chǫ communities that were, immediately before the effective date, reserved in the name of the Indian Affairs Branch for Indian Housing and occupied by Tłı̨chǫ Citizens, if title to those lands had not been vested in the Tłı̨chǫ community governments. The Tłı̨chǫ Government shall, in its sole discretion, determine how to use the payment.

9.7.2 For greater certainty, nothing in 9.7.1 affects any liability under legislation for the payment of property taxes assessed in relation to the lands referred to in 9.7.1.

APPENDIX TO CHAPTER 9

PART 1 EXCLUDED PARCELS (9.1.1; 9.1.6)

Notes: The lists in this part are intended to be a snapshot of the excluded parcels as of the effective date.

"LTO" means Land Titles Office, Northwest Territories Registration District.

The excluded parcels are:

A. the parcels described in the following Certificates of Title registered in the Land Titles Office, Northwest Territories Registration District:

Location: Rae (Behchokǫ̀)

Certificates of Title	Lot	Block/Group/Quad	LTO Plan
20654	1	Block 4	1620
20655	2	Block 4	1620
20656	6	Block 4	1620
27763	7	Block 4	1620
22210	3	Block 15	1866
22182	4	Block 15	1866
21665	5	Block 15	1866
21705	11	Block 15	1866
3762	6		97
27275	13	Block 15	2060
27186	20	Block 21	2060
25213	21	Block 21	2060
33169	5-3		312
19884	Ptn 5-2		312
33714	22	Block 15	2404
34007	23	Block 15	2404
33716	24	Block 15	2404
53016	1000	Quad 85 J/13	2536
11624	8	Block 15	1866

Location: Edzo (Behchokǫ̀)

Certificates of Title	Lot	Block/Group/Quad	LTO Plan
23519	2	Group 963	562
54216	120		584
9867	382		1095

Location: Frank Channel (Behchokǫ̀)

Certificates of Title	Lot	Block/Group/Quad	LTO Plan
6099	905	Group 964	648

Location: Wha Ti (Whatì)

Certificates of Title	Lot	Block/Group/Quad	LTO Plan
5621	35		600
53694	45		3622
51909	56		3622
51908	57		3622
52551	1000	Quad 85 N/3	2360
52552	Road		2360
53017	69		3622

Location: Rae Lakes (Gamètì)

Certificates of Title	Lot	Block/Group/Quad	LTO Plan
52249	1000	Quad 86 C/3	2284
52250	Road		2284
53018	1		2869

B. Yellowknife Highway No. 3, being a 60-metre wide highway that is centred longitudinally on the centre line of that highway, within the boundaries of the Tłįchǫ community of Behchokǫ̀.

C. the Rae access road, being:
- (i) a 60-metre wide highway that is centred longitudinally on the centre line of that highway, from Yellowknife Highway No. 3 to Road, LTO Plan 1803; and
- (ii) that portion of the Rae access road in Road, LTO Plan 1803; Road, LTO Plan 1486; and Road, LTO Plan 1866.

D. North Arm Territorial Park, as described in:
- (i) document number 119-SK-019 on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife under file number 119-SK-019; and
- (ii) Lot 1, Group 963, LTO Plan 378 and Lot 1-1, Group 963, LTO Plan 430.

E. Wekweti (Wekweètì) Airport, being Lot 1000, Quad 86B/1, LTO Plan 3674.

F. Wekweti (Wekweètì) airport access road, being Roads R1, R2, R3 and R4, Quad 86B/1, LTO Plan 3674.

G. Lot 9, Block 20, LTO Plan 2060 and Lot 14, Block 21, LTO Plan 2060 in Rae (Behchokǫ̀).

H. Lots 109, 110 and 111, LTO Plan 584 and Road, LTO Plan 562 in Edzo (Behchokǫ̀).

I. Lots 55 and 93, LTO Plan 3622 in Wha Ti (Whatì).

J. Frank Channel Bridge area, as described in document number 116-SK-013 on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife under file number 116-SK-013.

K. Mosquito Creek Bridge area, as described in document number 119-SK-037 on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife under file number 119-SK-037.

PART 2 EXISTING INTERESTS LESS THAN FEE SIMPLE (9.1.2 (b); 9.1.5; 9.1.6; 9.1.8; 9.1.12; 9.1.13; 9.1.14)

Note: The lists in this part are intended to be a snapshot of the existing interests as of the effective date.

The existing interests are described in the following:

A. documents on file with Land Administration, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

Location: Frank Channel (Behchokǫ̀)

File	Document
85 J/13-24	85 J/13-24-5
85 J/13-26	85 J/13-26-5
85 J/13-30	3900

Location: Marian Lake (Behchokǫ̀)

File	Document
85 K/16-1	3050

Location: Wha Ti (Whatì)

File	Document
85 N/3-44	85 N/3-44-2
85 N/3-45	5155
85 N/3-46	5170
85 N/3-47	5143
85 N/3-48	5022
85 N/3-52	5145
85 N/3-58	4567
85 N/3-61	4692
85 N/3-62	5083
85 N/3-63	3847
85 N/3-65	85 N/3-65-2
85 N/3-66	85 N/3-66-2
85 N/3-67	5180
85 N/3-68	5183
85 N/3-69	5178
85 N/3-77	85 N/3-77-2
85 N/3-81	4790
85 N/3-82	4791
85 N/3-83	4792
85 N/3-84	5008
85 N/3-85	4523
85 N/3-86	5074
85 N/3-87	5024
85 N/3-88	5144
85 N/3-89	4627
85 N/3-90	5121

File	Document
85 N/3-91	5023
85 N/3-92	5122
85 N/3-93	5021
85 N/3-94	5025
85 N/3-95	5026
85 N/3-96	5099
85 N/3-97	5166
85 N/3-98	5167
85 N/3-99	5168
85 N/3-100	5123
85 N/3-101	5133
85 N/3-102	4693
85 N/3-103	4562
85 N/3-104	5172
85 N/3-105	5169
85 N/3-106	85 N/3-106-2
85 N/3-107	85 N/3-107-2
85 N/3-108	85 N/3-108-2
85 N/3-109	85 N/3-109-2

Location: Rae Lakes (Gamètì)

File	Document
86 C/3-9	5141
86 C/3-10	5031
86 C/3-11	4574
86 C/3-14	5096
86 C/3-15	5033
86 C/3-16	4728
86 C/3-21	5184
86 C/3-27	5035
86 C/3-28	5142
86 C/3-29	5034

File	Document
86 C/3-30	5036
86 C/3-31	3952
86 C/3-32	5076
86 C/3-33	5032
86 C/3-38	86 C/3-38-2
86 C/3-40	86 C/3-40-2
86 C/3-44	86 C/3-44-2
86 C/3-45	86 C/3-45-2
86 C/3-46	86 C/3-46-2

Location: Snare Lake (Wekweètì)

File	Document
86 B/1-24	5134
86 B/1-25	5176
86 B/1-26	5175
86 B/1-27	5016
86 B/1-28	4494
86 B/1-29	5027
86 B/1-30	5028
86 B/1-31	5029
86 B/1-32	5030
86 B/1-33	5173

B. documents on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife:

Location: Rae (Behchokǫ̀)

File	Document
106-SK-029	2069T
106-SK-017	2518T
106-21-6	2759T
106-12-4	2823T

File	Document
106-SK-010	2996T
106-SK-011	3099T
106-16-10	3464T
106-16-1	3531T
106-8-20	3895T
106-7-22	3896T
106-7-6	4020T
106-6-9	4021T
106-6-8	4022T
106-7-20	4023T
106-6-23	4024T
106-6-18	4025T
106-6-17	4026T
106-8-12	4027T
106-13-5	4028T
106-1-2	4029T
106-SK-002	4693T
106-6-26	4791T
106-6-10	4988T
106-7-4	4989T
106-7-1	5047T
106-7-21	5048T
106-7-16	5049T
106-8-8	5050T
106-6-6	5087T
106-7-10	5088T
106-7-13	5089T
106-7-14	5090T
106-8-10	5183T
106-7-12	5186T
106-6-28	5292T

File	Document
106-6-12	5293T
106-6-13	5299T
106-7-18	5318T
106-6-40	5401T
106-3-16	5431T
106-21-4	5688T
106-3-2	5689T
106-2-29	5736T
106-7-5	5740T
106-2-26	5761T
106-SK-025	5878T
106-6-33	6052T
106-20-1	6112T
106-18-11	6161T
106-6-24	6218T
106-7-11	6251T
106-8-11	6253T
106-20-3	6427T
106-12-2	6507T
106-17-1	6664T
106-13-7	6740T
106-13-15	6827T
106-13-2	6828T
106-13-3	6829T
106-13-6	6830T
106-14-2	6831T
106-14-3	6832T
106-14-8	6833T
106-14-5	6834T
106-14-6	6835T
106-14-7	6836T

File	Document
106-10-15	6837T
106-10-14	6838T
106-10-4	6839T
106-10-13	6840T
106-10-12	6841T
106-8-19	6842T
106-8-18	6843T
106-8-15	6845T
106-8-14	6846T
106-8-13	6847T
106-5-13	6848T
106-5-11	6849T
106-5-10	6850T
106-5-9	6851T
106-5-8	6852T
106-5-7	6853T
106-5-6	6854T
106-5-5	6855T
106-5-4	6856T
106-5-3	6857T
106-5-2	6858T
106-3-29	6859T
106-2-28	6860T
106-2-27	6861T
106-17-8	6889T
106-15-14	7261T
106-7-3	7309T
106-7-19	7310T
106-4-8	7374T
106-6-1	7375T
106-18-10	7726T

File	Document
106-17-7	7729T
106-17-2	7730T
106-18-1	7731T
106-18-9	7732T
106-3-1	7886T
106-4-9	7894T
106-23-5	8167T
106-10-16	8381T
106-6-34	8396T
106-3-14	8410T
106-6-25	8411T
106-7-15	8414T
106-8-22	8415T
106-8-7	8419T
106-8-26	8459T
106-23-6	8466T
106-23-3	8467T
106-18-14	8635T
106-18-16	8657T
106-7-2	8896T
106-8-21	8982T
106-15-2	9165T
106-5-16	9265T
106-18-15	9355T
106-23-4	9356T
106-SK-051	9706T
106-2-8	9863T
106-6-30	10137T
106-2-3	10244T
106-16-2	10352T
106-22-13	10474T

File	Document
106-10-7	10475T
106-6-29	10499T
106-15-15	10600T
106-18-4	10687T
106-18-2	10688T
106-22-1	10887T
106-6-38	11242T
106-8-17	11243T
106-22-6	11244T
106-2-5	11245T
106-10-5	11246T
106-22-4	11247T
106-22-8	11248T
106-22-9	11249T
106-22-11	11250T
106-18-6	15053T
106-18-7	15054T
106-18-8	15055T
106-SK-123	15107T
106-11-5	15340T
106-6-7	15402T
106-22-2	15404T
106-SK-087	15406T
106-11-4	15408T
106-8-9	15409T
106-24-11	15410T
106-24-17	15411T
106-17-5	15412T
106-6-35	15413T
106-25-2	15414T
106-24-15	15415T

File	Document
106-2-30	15416T
106-6-42	15417T
106-6-36	15418T
106-24-18	15420T
106-24-16	15421T
106-26-1	15422T
106-17-4	15423T
106-18-5	15424T
106-24-9	15436T
106-2-10	15437T
106-25-6	15441T
106-25-9	15560T
106-25-4	15561T
106-22-7	23002T
106-25-7	23005T
106-24-7	23006T
106-17-3	23012T
106-24-12	23030T
106-23-19	23043T
106-8-1	23046T
106-12-6	23048T
106-14-9	23053T
106-22-3	23054T
106-SK-125	23057T
106-2-2	23067T
106-24-1	23084T
114-47	23085T
106-25-3	23088T
106-23-12	23089T
106-23-15	23090T
106-23-18	23091T

File	Document
106-23-14	23092T
106-25-10	23093T
106-23-16	23094T
106-24-13	23098T
106-24-14	23100T
106-23-9	23101T
106-23-10	23102T
106-23-17	23103T
106-6-41	23108T
106-SK-001	23119T
106-23-13	23141T
106-24-3	23146T
106-SK-006	23153T
106-23-11	23171T
106-24-2	23177T
106-24-4	23192T
106-15-19	23193T
106-8-25	23194T
106-16-4	23210T
106-SK-022	23234T
000-NWTPC	23231T
000-NWTPC	23236T
000-NWTPC	23237T
000-NWTPC	23238T
106-11-10	23261T
106-20-2	23262T
106-20-4	23263T
106-SK-179	23264T
106-12-3	23265T
106-SK-180	23266T
106-SK-181	23267T

File	Document
106-SK-182	23268T
106-SK-176	23269T
106-SK-183	23270T
106-13-10	R02-054
106-SK-090	R94-032
106-SK-122	106-SK-122

Location: Edzo (Behchokǫ̀)

File	Document
119-365	2748T
119-100-1	3053T
119-356	3082T
119-360	3087T
119-362	3246T
119-363	3709T
119-121	3715T
119-334	4002T
119-296	4307T
119-294	4310T
119-143	5155T
119-339	5214T
119-136	5215T
119-292	5737T
119-SK-001	5739T
119-306	5913T
119-246	6013T
119-379	6384T
119-305	7022T
119-336	7398T
119-368	7399T
119-299	7400T

File	Document
119-340	7401T
119-337	7402T
119-146	7403T
119-370	7608T
119-301	7824T
119-250	8096T
119-112	8098T
119-144	8100T
119-369	8462T
119-254	8545T
119-255	8546T
119-132	8547T
119-367	8548T
119-353	8669T
119-147	9029T
119-333	9032T
119-338	9149T
119-293	9163T
119-359	9272T
119-258	9350T
119-354	9774T
119-341	9816T
119-138	9823T
119-389	9840T
119-391	9841T
119-390	9842T
119-135	10255T
119-378	10684T
119-118	11187T
119-113	11188T
119-251	11189T

File	Document
119-295	11190T
119-SK-025	15097T
119-297	15376T
119-131	15378T
119-133	15380T
119-140	15391T
119-393	15403T
119-398	15407T
119-134	15562T
119-335	17727T
119-298	17732T
119-252	23000T
119-392	23033T
119-253	23060T
119-141	23064T
119-307	23068T
119-256	23124T
119-361	23127T
119-257	23134T
119-372	23157T
119-358	23158T
119-SK-032	23161T
119-384	23167T
119-364	23174T
119-139	23175T
119-115	23180T
119-387	23181T
119-119	23206T
119-373	23219T
119-114	23230T
119-355	23233T

File	Document
119-142	23241T
119-145	23242T

Location: Frank Channel (Behchokǫ̀)

File	Document
116-SK-001A	8103T
116-SK-006	8550T
116-SK-005	8551T
116-SK-001	8552T
116-SK-008	23009T

Location: Wha Ti (Whatì)

File	Document
114-47	23085T
114-SK-035	85 N/3-65-2
114-SK-037	85 N/3-66-2
114-SK-025	4790
114-SK-030	4791
114-SK-032	4792
114-SK-034	5008
114-SK-098	5172
114-92	5180
114-SK-085	85 N/3-108-2

PART 3 NEW LEASES WITH TŁĮCHǪ COMMUNITY GOVERNMENTS (9.1.3; 9.1.4)

Note: "LTO" means Land Titles Office, Northwest Territories Registration District.

The leases that may be granted under 9.1.3 are:

A. leases with the Government of the Northwest Territories in respect of the areas described in the following files on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife:

Location: Rae (Behchokǫ̀)

106-SK-064
106-2-4

Location: Edzo (Behchokǫ̀)

119-137
119-221
119-235
119-SK-009
119-376
119-377
119-SK-25-1
119-SK-8-2
119-SK-010

Location: Frank Channel (Behchokǫ̀)

116-8-3

Location: Wha Ti (Whatì)

114-67
114-72
114-SK-14
114-SK-47
114-SK-027
114-SK-96A
114-49
114-52
114-86

Location: Rae Lakes (Gamètì)

120-SK-09
120-SK-007
120-SK-004
120-SK-011
120-SK-042
120-SK-068

Location: Snare Lake (Wekweètì)

135-SK-5-2
135-SK-007
135-SK-023

B. leases with the Northwest Territories Housing Corporation in respect of the areas described in the following documents on file with Land Administration, Department of Municipal and Community Affairs, Government of the Northwest Territories, in Yellowknife:

Location: Rae (Behchokǫ̀)

File	Document
106-16-10	3464T
106-7-6	4020T
106-6-9	4021T
106-6-8	4022T
106-7-20	4023T
106-6-23	4024T
106-6-18	4025T
106-6-17	4026T
106-8-12	4027T
106-13-5	4028T
106-6-10	4988T
106-7-4	4989T
106-7-1	5047T
106-7-21	5048T
106-7-16	5049T
106-8-8	5050T
106-6-6	5087T
106-7-10	5088T
106-7-13	5089T
106-7-14	5090T
106-6-28	5292T
106-6-12	5293T
106-6-40	5401T

File	Document
106-7-5	5740T
106-6-33	6052T
106-18-11	6161T
106-6-24	6218T
106-7-11	6251T
106-8-11	6253T
106-17-1	6664T
106-13-15	6827T
106-13-2	6828T
106-13-3	6829T
106-13-6	6830T
106-14-2	6831T
106-14-3	6832T
106-14-8	6833T
106-14-5	6834T
106-14-6	6835T
106-14-7	6836T
106-10-15	6837T
106-10-14	6838T
106-10-4	6839T
106-10-13	6840T
106-10-12	6841T
106-8-19	6842T
106-8-18	6843T
106-8-15	6845T
106-8-14	6846T
106-8-13	6847T
106-5-13	6848T
106-5-11	6849T
106-5-10	6850T
106-5-9	6851T

File	Document
106-5-8	6852T
106-5-7	6853T
106-5-6	6854T
106-5-5	6855T
106-5-4	6856T
106-5-3	6857T
106-5-2	6858T
106-3-29	6859T
106-2-28	6860T
106-2-27	6861T
106-17-8	6889T
106-7-3	7309T
106-7-19	7310T
106-18-10	7726T
106-17-7	7729T
106-17-2	7730T
106-18-1	7731T
106-18-9	7732T
106-23-6	8466T
106-23-3	8467T
106-18-14	8635T
106-18-16	8657T
106-18-15	9355T
106-23-4	9356T
106-18-4	10687T
106-18-2	10688T
106-24-16	15421T
106-17-4	15423T
106-22-3	23054T
106-23-16	23094T
106-24-13	23098T

File	Document
106-11-10	23261T
106-20-2	23262T
106-20-4	23263T
106-12-3	23265T

Location: Wha Ti (Whatì)

File	Document
114-SK-035	85 N/3-65-2
114-SK-037	85 N/3-66-2
114-SK-025	4790
114-SK-030	4791
114-SK-032	4792
114-SK-034	5008
114-SK-098	5172
114-92	5180
114-SK-085	85 N/3-108-2

Location: Rae Lakes (Gamètì)

File	Document
120-SK-015	5032
120-SK-050	5184

C. leases with the Northwest Territories Housing Corporation in respect of the following parcels:

Location: Rae (Behchokǫ̀)

File	Lot	Block	LTO Plan
106-SK-179	23	8	2047
106-SK-180	5	12	2062
106-SK-181	8	13	2062
106-SK-182	9	13	2062
106-SK-176	2	21	2062
106-SK-183	8	19	2062
106-13-10	10	13	2062

D. lease with the Government of Canada in respect of the parcel in Rae Lakes (Gamètì) shown on the sketch on file 86 C/3-6 with Land Administration, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife.

PART 4 CONTAMINATED SITES (9.6.1, 9.6.2; 9.6.3)

Note: No contaminated sites identified as of the effective date.

CHAPTER 10

WILDLIFE HARVESTING RIGHTS

10.1 WILDLIFE HARVESTING

10.1.1 Subject to any limitations prescribed by or in accordance with the Agreement, the Tłįchǫ First Nation has

(a) the right to harvest all species of wildlife including, for greater certainty, bird eggs, throughout Mǫwhì Gogha Dè Nįįtłèè at all times of the year; and

(b) the exclusive right to harvest wildlife that are furbearers on Tłįchǫ lands or in a Tłįchǫ community at all times of the year.

10.1.2 The right of the Tłįchǫ First Nation under 10.1.1(a) is subject to any right under a land claims agreement of another Aboriginal people to harvest wildlife, that are furbearers, in a community other than a Tłįchǫ community or on lands vested in that other Aboriginal people.

10.1.3 10.1.1(b) does not prevent a person, who has the consent of the Tłįchǫ Government, from harvesting furbearers on Tłįchǫ lands or in a Tłįchǫ community.

10.1.4 Subject to legislation, persons who are not Tłįchǫ Citizens may hunt, but not trap or, for greater certainty, snare, wolves and coyotes in a Tłįchǫ community.

10.1.5 Subject to any agreement between the Tłįchǫ First Nation and the Inuit of Nunavut, Tłįchǫ Citizens have the right to harvest wildlife within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.

10.1.6 Nothing in this chapter shall be construed to

(a) confer rights of ownership of wildlife; or

(b) guarantee the supply of wildlife.

10.2 HARVESTING METHODS

10.2.1 Subject to any limitations prescribed by or in accordance with the Agreement, in exercising a right under 10.1.1, a Tłįchǫ Citizen has the right to employ any methods of harvesting and, for that purpose, to possess and use any equipment.

10.3 TRADE AND GIFTS

10.3.1 A Tłı̨chǫ Citizen has the right to trade with or give to other Tłı̨chǫ Citizens for their own consumption, and members of an Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own consumption, edible parts of wildlife harvested under 10.1.1 including, for greater certainty, bird eggs.

10.3.2 Subject to 15.6 and 16.3, a Tłı̨chǫ Citizen has the right to make gifts to any persons, for their own consumption, of edible parts of wildlife harvested under 10.1.1.

10.3.3 Subject to 15.6 and 16.3, a Tłı̨chǫ Citizen has the right to trade with or give to any persons, non-edible parts of wildlife harvested under 10.1.1 including, for greater certainty, down and other feathers.

10.4 POSSESSION AND TRANSPORTATION

10.4.1 A Tłı̨chǫ Citizen has the right to possess and transport anywhere in Canada the edible and non-edible parts of wildlife harvested under 10.1.1 including, for greater certainty, bird eggs, down and other feathers, and is not required to obtain a licence from government to exercise this right but is subject to any identification requirements established by legislation or Tłı̨chǫ laws.

10.5 RIGHT OF ACCESS

10.5.1 Subject to limitations which may be prescribed by or in accordance with the Agreement and, in relation to lands vested in another Aboriginal people under a land claims agreement, limitations set under that agreement that are of the same type as those that apply on Tłı̨chǫ lands, a Tłı̨chǫ Citizen has the right of access to all lands in Mǫwhì Gogha Dè Nı̨ı̨tłèè for the purpose of harvesting wildlife under 10.1.1.

10.5.2 The right of access under 10.5.1 includes the right to

(a) establish and maintain hunting, trapping and fishing camps established primarily for use by Tłı̨chǫ Citizens; and

(b) use plants and trees for purposes ancillary to wildlife harvesting under 10.1.1 except, in the case of trees, where the use of trees conflicts with any activity carried out under an authorization granted by government, such as a timber licence or permit, a forest management agreement or a land use permit.

10.5.3 The right of access under 10.5.1 does not extend to

(a) lands that are dedicated to military or national security purposes under legislation or areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłı̨chǫ Government;

(b) an area of land not exceeding 10 hectares that is
   (i) fenced or otherwise identified as an area within which access for harvesting is not permitted, and
   (ii) held under a surface lease or in fee simple or subject to an agreement for sale or reserved by government in the name of any department or agency of government; or

(c) lands that have, since the effective date, been held under a surface lease or in fee simple or subject to an agreement for sale.

10.5.4 The exercise by a Tłı̨chǫ Citizen of the right of access under 10.5.1 on lands owned in fee simple or subject to an agreement for sale or a surface lease, is subject to 10.5.5, to any restrictions agreed to or imposed under 10.6 and to the following conditions:

(a) the Tłı̨chǫ Citizen shall not cause any significant damage to the lands, and shall be responsible for any such damage;

(b) the Tłı̨chǫ Citizen shall not commit any mischief on the lands;

(c) the Tłı̨chǫ Citizen shall not significantly interfere with the occupier's use and peaceable enjoyment of the lands; and

(d) the Tłı̨chǫ Citizen shall not, without the consent of the owner or occupier, establish any permanent or seasonal camp or structure or cut or use any wood other than dead wood.

10.5.5 Unless otherwise provided for in an agreement with the owner or occupier or, in the case of Crown land, government, a Tłı̨chǫ Citizen exercises the right of access under 10.5.1 at his or her own risk and has no right of action against the owner, occupier or government for loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by the owner, occupier or government, as the case may be.

10.5.6 The exercise of the right to harvest under 10.1.1 and the right of access under 10.5.1 in a community is subject to laws for purposes of safety.

10.6 CONFLICT BETWEEN AUTHORIZED USE OF LAND AND HARVESTING ACTIVITIES

10.6.1 If, in relation to land that is not Tłı̨chǫ land and to which the right of access under 10.5.1 applies, a proponent believes that there may be a conflict between the use of the land by the proponent and the harvesting activities of Tłı̨chǫ Citizens and that the right of access or the harvesting activities of Tłı̨chǫ Citizens should be consequently restricted, the proponent shall discuss the conflict with the Tłı̨chǫ Government and attempt to conclude an agreement with respect to the proponent's use of the land and the nature and extent of restrictions of the access right or of the harvesting activities that may be necessary to avoid the conflict.

10.6.2 The Tłı̨chǫ Government or the proponent may refer a dispute as to a proposed restriction for resolution in accordance with chapter 6.

10.6.3 Subject to 10.6.4, if no reference for resolution of a dispute is made under 10.6.2, no agreement has been reached and the proponent has made adequate attempts to resolve the dispute in accordance with criteria set by rules established under 6.3.1(c), after giving the Tłı̨chǫ Government 10-days notice, the proponent may impose a restriction proposed during the discussions conducted under 10.6.1.

10.6.4 If the Tłı̨chǫ Government refers a dispute as to a proposed restriction for resolution in accordance with chapter 6,

(a) within the 10-day notice period, the proponent cannot impose the restriction unless and until the restriction is agreed to or confirmed in accordance with chapter 6; and

(b) after the 10-day notice period, any restriction imposed by the proponent under 10.6.3 remains in effect unless and until removed in accordance with chapter 6.

10.6.5 If a dispute as to a proposed restriction is referred for resolution in accordance with chapter 6 and an arbitrator is appointed under 6.5, the arbitrator shall determine whether there is a conflict between the use of land by the proponent and the harvesting activities of Tłı̨chǫ Citizens, and if so, make an order confirming the nature, extent, duration and conditions of the restriction on the right of access under 10.5.1 or on the harvesting activities of Tłı̨chǫ Citizens required to allow the proposed use. A restriction confirmed by an order of an arbitrator shall be effective from the date ordered by the arbitrator.

10.7 COMMERCIAL ACTIVITIES RELATING TO WILDLIFE

10.7.1 Government shall consult the Tłı̨chǫ Government before authorizing the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) if such harvesting has not been permitted during the three-year period preceding the proposal to permit the new harvesting, or before granting new or additional licenses for the commercial harvesting of fish or other wildlife in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

10.7.2 No person may harvest wildlife for commercial purposes on Tłı̨chǫ lands without the authorization of the Tłı̨chǫ Government.

10.7.3 Where government authorizes the commercial harvesting of a species of wildlife in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), the Tłı̨chǫ Government has the power to authorize the commercial harvesting of that species on Tłı̨chǫ lands.

10.7.4 The Tłįchǫ Government shall have the exclusive right to be licensed to

(a) commercially harvest free roaming muskox or bison on Tłįchǫ lands;

(b) provide guiding services and harvesting opportunities on Tłįchǫ lands with respect to free-roaming muskox or bison; and

(c) conduct commercial activities, other than harvesting, with respect to species other than free-roaming muskox and bison, on Tłįchǫ lands,

and to assign any rights under such licenses to others.

10.8 LEASE OF CROWN LAND TO TŁĮCHǪ GOVERNMENT

10.8.1 Government shall, upon request and at reasonable rent, lease such lands in Wek'èezhìı to the Tłįchǫ Government or its designate, as in the opinion of government are reasonably necessary to allow the exercise of the rights under any licences relating to wildlife held by that Government or its designate.

10.9 EMERGENCIES

10.9.1 Nothing in the Agreement prevents any person from killing wildlife for survival in an emergency or to defend or protect persons or property.

CHAPTER 11

WILDLIFE HARVESTING COMPENSATION

11.1 DEFINITIONS

11.1.1 The following definitions apply in this chapter.

"compensation" means a cash payment, either lump sum or a periodic payment, or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Tłįchǫ Citizens or equipment to a different harvesting locale or a combination of such elements.

"project" does not include a wildlife harvesting activity or naturalist activity.

11.2 GENERAL

11.2.1 A developer is liable absolutely, without proof of fault or negligence, for the following losses and damage, suffered by a Tłįchǫ Citizen or the Tłįchǫ First Nation as a result of a project wholly or partly in Mǫwhì Gogha Dè Nįįtłèè (NWT) in which that developer is engaged:

(a) loss or damage to property or equipment used in wildlife harvesting under 10.1.1 or to wildlife harvested under 10.1.1;

(b) present and future loss of income from wildlife harvesting under 10.1.1; and

(c) present and future loss of wildlife harvested under 10.1.1.

11.2.2 A developer shall not be liable under 11.2.1 for losses suffered by a Tłįchǫ Citizen or the Tłįchǫ First Nation as a result of the establishment of a national park or protected area, or any lawful activity within a national park or protected area, except for direct loss or damage to property or equipment used in wildlife harvesting under 10.1.1 or to wildlife harvested under 10.1.1.

11.2.3 A Tłįchǫ Citizen and the Tłįchǫ Government shall make their best efforts to mitigate any losses or damage referred to in 11.2.1.

11.2.4 If agreement has not been reached between a developer and a Tłįchǫ Citizen or the Tłįchǫ Government with respect to a claim for compensation within 30 days of the submission of a claim in writing by the Tłįchǫ Citizen or the Tłįchǫ Government, either party may refer the dispute for resolution in accordance with chapter 6.

11.2.5 Following a reference under 11.2.4, if an arbitrator is appointed under 6.5, that arbitrator shall determine whether the developer is liable under 11.2.1 and, if so, what compensation to award, and may also

(a) provide for future review of the compensation award, if appropriate;

(b) recommend that the developer, the Tłıchǫ Citizen or the Tłıchǫ Government take or refrain from taking certain action in order to mitigate further loss or damage; and

(c) on review of a previous award, determine whether the developer, the Tłıchǫ Citizen or the Tłıchǫ Government has adopted any mitigative recommendations made under that previous award.

11.2.6 A Tłıchǫ Citizen or the Tłıchǫ Government that refers a dispute respecting a claim for compensation under this chapter for resolution in accordance with chapter 6, cannot exercise any right they might have otherwise had to resolve the dispute in a court.

11.2.7 Nothing in this chapter is intended to limit the ability of the Tłıchǫ Government to negotiate with a developer with respect to compensation for losses in relation to wildlife harvesting, including the process for settling and resolving claims. Any such agreement will be binding on Tłıchǫ Citizens.

11.2.8 Legislation may provide for limits of liability of developers, the burden of proof on claimants, limitation periods for making claims and any other matters not inconsistent with the Agreement.

CHAPTER 12

WILDLIFE HARVESTING MANAGEMENT

12.1 GENERAL

12.1.1 The objective of this chapter is to recognize the importance of wildlife and its habitat to the Tłı̨chǫ First Nation well-being, way of life and land-based economy.

12.1.2 A board to be known as the Wek'èezhìı Renewable Resources Board is hereby established, as an institution of public government, to perform the functions of wildlife management set out in the Agreement, in Wek'èezhìı. The Board shall act in the public interest.

12.1.3 Notwithstanding any other provision of the Agreement, the Wek'èezhìı Renewable Resources Board does not have authority respecting

(a) wildlife or wildlife habitat in a national park; or

(b) fish or fish habitat in Great Slave Lake.

12.1.4 The Wek'èezhìı Renewable Resources Board and any other authority whose responsibilities include the management of wildlife, wildlife habitat, forests, plants, land or water in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall co-ordinate their functions.

12.1.5 In exercising their powers in relation to the management of wildlife, each of the Parties, in respect of Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), and the Wek'èezhìı Renewable Resources Board, in respect of Wek'èezhìı shall

(a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;

(b) apply the principles and practices of conservation;

(c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;

(d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and

(e) consider, where appropriate, public health and public safety issues.

12.1.6 In exercising their powers under this chapter, the Parties and the Wek'èezhìı Renewable Resources Board shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.

12.2 STRUCTURE OF WEK'ÈEZHÌI RENEWABLE RESOURCES BOARD

12.2.1 The Wek'èezhìı Renewable Resources Board shall have an odd number of members not exceeding nine, one of whom shall be the chairperson.

12.2.2 Excluding the chairperson,

(a) 50 percent of the members of the Wek'èezhìı Renewable Resources Board shall be appointed by government; and

(b) 50 percent of the members of the Wek'èezhìı Renewable Resources Board shall be appointed by the Tłı̨chǫ Government subject to any agreement between the Tłı̨chǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

12.2.3 The authorities entitled to appoint members to the Wek'èezhìı Renewable Resources Board shall consult with each other before making their appointments.

12.2.4 The chairperson shall be nominated by the other members of the Wek'èezhìı Renewable Resources Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.

12.2.5 The authorities entitled to appoint members to the Wek'èezhìı Renewable Resources Board shall endeavour to appoint persons who have knowledge of

(a) wildlife in Wek'èezhìı, including its harvesting;

(b) wildlife habitat in Wek'èezhìı;

(c) in relation to (a) and (b), the Aboriginal ways of life of Aboriginal peoples of Wek'èezhìı; and

(d) the relationship of (a) and (b) to (c).

12.2.6 Wek'èezhìı Renewable Resources Board members shall not be considered to have a conflict of interest by reason only of being public servants or employees of Aboriginal organizations.

12.2.7 A quorum of the Wek'èezhìı Renewable Resources Board shall consist of at least three members, including one of the members appointed in accordance with 12.2.2(a) and one of the members appointed in accordance with 12.2.2(b). Subject to this quorum requirement, vacancies shall not prevent the remaining members from acting. The Board may start to operate as soon as members who can constitute a quorum have been appointed.

12.2.8 Each member shall be appointed to hold office for a specific term not to exceed five years. A member may be reappointed.

12.2.9 A member may be removed from office at any time for cause by the authority or authorities which appointed the member.

12.3 ADMINISTRATION

12.3.1 The Wek'èezhìı Renewable Resources Board shall be accountable to government for its expenditures.

12.3.2 The Wek'èezhìı Renewable Resources Board shall prepare an annual budget and submit it to government, except that the budget for the first year of operation shall be as set out in the Implementation Plan. The requirement for an annual budget does not prevent government from providing multi-year funding to the Board. Government may approve the budget as submitted or vary it and approve it as varied. The expenses of the Board incurred in accordance with its approved budget shall be a charge on government. The budget shall provide for funds reasonably required to fulfill the mandate of the Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.

12.3.3 The budget of the Wek'èezhìı Renewable Resources Board may provide for

(a) remuneration and travel expenses for attendance of Board members at Board and committee meetings;

(b) the expenses of public hearings and meetings;

(c) the costs of research, public education and other programs as may be approved by government from time to time; and

(d) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.

12.3.4 The Wek'èezhìı Renewable Resources Board shall have, subject to its approved budget, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of its affairs.

12.3.5 The Wek'èezhìı Renewable Resources Board may make by-laws respecting

(a) the calling of meetings of the Board and the conduct of its business at its meetings; and

(b) the establishment of special and standing committees of the Board, the delegation of duties to such committees and the fixing of quorums for meetings of such committees.

12.3.6 The Wek'èezhìı Renewable Resources Board may make rules respecting consultations to be conducted by it, the procedure for making applications, representations and complaints to it, including the conduct of hearings before it, and generally respecting the conduct of any business before it. The Board shall publish any such rules.

12.3.7 Subject to 12.3.8, the Wek'èezhìı Renewable Resources Board shall have

- (a) the power to summon before it any witnesses and require them to
  - (i) give evidence, orally or in writing, and on oath or, if they are persons entitled to affirm in civil matters, on solemn affirmation, and
  - (ii) produce such documents and things as the Board deems requisite to the full investigation of the matters before it; and
- (b) the same power to enforce the attendance of witnesses and to compel them to give evidence as is vested in any court of record in civil cases.

12.3.8 The Wek'èezhìı Renewable Resources Board may not summon before it Ministers of government or the Grand Chief of the Tłıchǫ Government.

12.3.9 The Wek'èezhìı Renewable Resources Board may consult with government, the Tłıchǫ Government, representatives of other Aboriginal peoples, Tłıchǫ community representatives and the public and may do so by any means including informal meetings or public hearings.

12.3.10 A public hearing may be held by the Wek'èezhìı Renewable Resources Board where the Board is satisfied that such a hearing is desirable. A public hearing shall be held when the Board intends to recommend or determine a total allowable harvest level in respect of a population or stock of wildlife which has not been subject to a total allowable harvest level within the previous two years. A public hearing may be held at such place or places in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) as the Board may designate.

12.3.11 The Wek'èezhìı Renewable Resources Board shall establish and maintain a public file for reports, research papers and data received by the Board and for its determinations and recommendations, except that any material furnished on a confidential basis shall not be made public without the consent of the originator.

12.4 POWERS OF WEK'ÈEZHÌI RENEWABLE RESOURCES BOARD

12.4.1 The primary powers of the Wek'èezhìı Renewable Resources Board are those respecting

- (a) wildlife management, as described in 12.5, 12.6 and 12.7;
- (b) commercial activities relating to wildlife, as described in 12.10;
- (c) forest management, as described in 13.4;

(d) plant management, as described in 14.4; and

(e) protected areas, as described in chapter 16.

12.4.2 The Wek'èezhìı Renewable Resources Board may, to the extent provided by its approved budget,

(a) monitor wildlife harvesting in Wek'èezhìı and collect data and conduct or participate in research in relation to such harvesting; and

(b) develop and conduct public education programs respecting wildlife harvesting in Wek'èezhìı and the management thereof.

12.4.3 Wildlife research and harvesting studies conducted wholly or partly in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) by government or by the Wek'èezhìı Renewable Resources Board or with government assistance shall directly involve the Tłı̨chǫ Government and Tłı̨chǫ Citizens to the greatest extent possible and that Government and those Citizens shall cooperate in and assist government or the Board in the context of such research studies.

12.4.4 The Wek'èezhìı Renewable Resources Board may, to the extent provided by its approved budget, exercise any other powers relating to wildlife harvesting, including those respecting enforcement, assigned to it by a Party.

12.4.5 The Wek'èezhìı Renewable Resources Board may enter into an agreement with government, or any other entity or person, to receive money to be used by the Board for any purpose described under 12.4.2.

12.5 REVIEW OF PROPOSED WILDLIFE MANAGEMENT ACTIONS

12.5.1 A Party shall, before taking any action for management of wildlife in Wek'èezhìı, including such actions as set out in a management plan, submit its proposals to the Wek'èezhìı Renewable Resources Board for review under 12.5.4. These proposals may include provisions respecting such matters as protection or enhancement of habitat, research, identification and reporting requirements, monitoring, total allowable harvest levels, limitations on methods of harvesting and other limitations on harvesting activities, allocations of any total allowable harvest levels, designation of species or stocks at risk and identification of lands where harvesting or access for harvesting is prohibited for safety purposes. The Board may identify types of actions that need not be sent to it for review. In preparing any proposal, a Party shall consult with any other Party or other body with powers to manage any aspect of the proposal.

12.5.2 12.5.1 does not prevent a Party from establishing identification requirements in relation to wildlife harvested, harvesters or persons in possession of wildlife without first submitting them as proposals to the Wek'èezhìı Renewable Resources Board for review under 12.5.4. In order to facilitate co-ordination, each Party shall consult with the other Parties before establishing such identification requirements.

12.5.3 Any wildlife management plans, limits on wildlife harvesting or regulations respecting wildlife harvesting or other wildlife activities in existence before the effective date remain in effect until replaced, amended or removed under 12.5.

12.5.4 The Wek'èezhìı Renewable Resources Board shall review a proposal submitted to it under 12.5.1 or 12.11.2. Before making its determination or recommendation under 12.5.5, the Board shall consult with the Party that submitted the proposal and with any other Party or body with powers to manage any aspect of the proposal, including any body with management powers over a national park and, in the case of a proposal respecting wildlife that migrates between Wek'èezhìı and another area, any body with authority over that wildlife in that other area, with a view to harmonizing the proposal with the actions of such other bodies. If a Party wishes the Board to make its determination or recommendation within a particular period of time, it shall specify that period when submitting its proposal.

12.5.5 The Wek'èezhìı Renewable Resources Board shall

(a) make a final determination, in accordance with 12.6 or 12.7, in relation to a proposal
  (i) regarding a total allowable harvest level for Wek'èezhìı, except for fish,
  (ii) regarding the allocation of portions of any total allowable harvest levels for Wek'èezhìı to groups of persons or for specified purposes, or
  (iii) submitted under 12.11.2 for the management of the Bathurst caribou herd with respect to its application in Wek'èezhìı; and

(b) in relation to any other proposal, including a proposal for a total allowable harvest level for a population or stock of fish, with respect to its application in Wek'èezhìı recommend implementation of the proposal as submitted or recommend revisions to it, or recommend it not be implemented.

12.5.6 The Wek'èezhìı Renewable Resources Board may, without waiting for a proposal from a Party, make the following recommendations or determinations, after consulting with any Party or body with powers to manage any aspect of the subject matter of its recommendation or determination:

(a) recommend actions for management of harvesting in Wek'èezhìı, including
  (i) a total allowable harvest level for any population or stock of fish,
  (ii) harvest quotas for wildlife or limits as to location, methods, or seasons of harvesting wildlife, or
  (iii) the preparation of a wildlife management plan;

(b) determine a total allowable harvest level for any population of wildlife in Wek'èezhìı, except for fish, in accordance with 12.6; and

(c) determine the allocation of any total allowable harvest levels for Wek'èezhìı to groups of persons or for specified purposes, in accordance with 12.7.

12.5.7 The Wek'èezhìı Renewable Resources Board shall, at the request of a Party, review the way in which rights under 10.1.1, 10.3, 10.4, 13.2 and 14.2 are being exercised and recommend measures to be taken to prevent the use or consumption of wildlife, trees or plants in a manner inconsistent with those provisions.

12.5.8 The Wek'èezhìı Renewable Resources Board shall forward its determination or recommendation under 12.5.5, 12.5.6, 12.5.7, 13.4.1 or 14.4.1 with written reasons to each Party with powers under its laws to implement the determination or recommendation, indicating the date by which a Party is expected to respond to or implement them, and give public notice of these determinations and recommendations.

12.5.9 Any determination of the Wek'èezhìı Renewable Resources Board under 12.5.5(a)(i) or (iii) or 12.5.6(b) shall be consistent with any international or domestic intergovernmental agreement given effect by a Party in relation to a population or stock that migrates in or out of Wek'èezhìı.

12.5.10 Any recommendation of the Wek'èezhìı Renewable Resources Board under 12.5.5(b) or 12.5.6(a)(ii) regarding methods of harvesting shall be consistent with any international agreement given effect by a Party in relation to humane trapping standards.

12.5.11 Each Party with power under its laws to implement a recommendation of the Wek'èezhìı Renewable Resources Board made under 12.5.5, 12.5.6, 12.5.7, 13.4.1 or 14.4.1 shall accept, reject or vary such recommendation. In making its decision, each Party shall consult with any other Party or body with power to manage any aspect of the recommendation. Where a Party rejects or varies any recommendation received from the Board, it shall give its decision in writing, with reasons, to the Board and to the other Parties, and shall give public notice of that decision.

12.5.12 Each Party shall, to the extent of its power under legislation or Tłı̨chǫ laws, establish or otherwise implement

(a) a determination of the Wek'èezhìı Renewable Resources Board under 12.5.5 or 12.5.6; and

(b) any recommendation of the Board as accepted or varied by it.

12.5.13 If the Wek'èezhìı Renewable Resources Board fails to make a determination or recommendation under 12.5.5 within any reasonable period of time specified by the Party that submitted the proposal, the Party may, to the extent of its powers under legislation or Tłı̨chǫ laws, and in accordance with 12.6 and 12.8,

(a) where it is a proposal in respect of which the Board can make a final determination, make the final determination in place of the Board; and

(b) where it is a proposal in respect of which the Board can make a recommendation, exercise those powers without the Board's recommendation.

12.5.14 Notwithstanding 12.5.1, a Party may, to the extent of its powers under legislation or Tłįchǫ laws, take any action for the management of wildlife in Wek'èezhìı, in an emergency, without waiting for a determination or recommendation of the Wek'èezhìı Renewable Resources Board, but if it does so the Party shall notify the Board and the other Parties as soon as possible, with reasons for taking such action.

12.5.15 A Party may refer to the Wek'èezhìı Renewable Resources Board for advice any action or proposal for the management of wildlife or wildlife habitat that will be implemented in Wek'èezhìı or that may affect wildlife or wildlife habitat in Wek'èezhìı. The Board may provide advice or may refer the matter back to the Party without advice.

12.6 TOTAL ALLOWABLE HARVEST LEVELS AND OTHER LIMITS

12.6.1 Subject to chapters 15 and 16, a total allowable harvest level for Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè (NWT) shall be determined for conservation purposes only and only to the extent required for such purposes.

12.6.2 Subject to 12.6.1 and chapters 15 and 16, limits may not be prescribed under legislation

(a) on the exercise of rights under 10.1.1 or 10.2.1 except for the purposes of conservation, public health or public safety; or

(b) on the right of access under 10.5.1 except for the purposes of safety.

12.6.3 Any limits referred to in 12.6.2 shall be no greater than necessary to achieve the objective for which they are prescribed, and may not be prescribed where there is any other measure by which that objective could reasonably be achieved if that other measure would involve a lesser limitation on the exercise of the rights.

12.6.4 For greater certainty, a Tłįchǫ Citizen does not have to obtain a licence from government to exercise rights under 10.1.1 or 10.3.

12.6.5 In exercising its powers in relation to limits on harvesting, the Wek'èezhìı Renewable Resources Board shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) Tłįchǫ Citizens and members of an Aboriginal people, with rights to harvest wildlife in Wek'èezhìı, over other persons, and
  (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

12.6.6 In exercising their powers in relation to limits on harvesting, the Parties, in respect of Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) members of an Aboriginal people, with rights to harvest wildlife in Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), over other persons, and
  (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

12.7 ALLOCATION OF TOTAL ALLOWABLE HARVEST LEVEL BY BOARD

12.7.1 When the Wek'èezhìı Renewable Resources Board makes an allocation of a total allowable harvest level, it shall allocate

(a) a sufficient portion
  (i) for the Tłįchǫ First Nation to exercise its rights to harvest wildlife in Wek'èezhìı, and
  (ii) for any other Aboriginal people to exercise its rights to harvest wildlife in Wek'èezhìı; and

(b) portions of any remainder of the total allowable harvest level among other groups of persons or for other purposes.

12.7.2 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(a), it shall consider all relevant factors including, in particular,

(a) current and past usage patterns and harvest levels in the exercise of rights referred to in 12.7.1(a); and

(b) the availability of other populations of wildlife to meet the needs of the Tłįchǫ First Nation or the other Aboriginal people.

12.7.3 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(a), if the total allowable harvest level is not sufficient to allow the Tłįchǫ First Nation and any other Aboriginal peoples to exercise their rights to harvest wildlife in Wek'èezhìı, it shall allocate the level equitably among the Tłįchǫ First Nation and those peoples.

12.7.4 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(b), of any portion of a total allowable harvest level remaining after an allocation for the Tłı̨chǫ First Nation and for any other Aboriginal peoples, it shall consider all relevant factors including, in particular,

(a) demand for hunting and sport fishing by residents and non-residents of the Northwest Territories;

(b) demand for commercial harvesting in the Northwest Territories; and

(c) demand by lodge operators and outfitters in Wek'èezhìı.

12.7.5 When the Wek'èezhìı Renewable Resources Board makes an allocation under 12.7.1(b) of any portion of a total allowable harvest level remaining after an allocation for the Tłı̨chǫ First Nation and for other Aboriginal peoples, it shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
  (i) residents of the Northwest Territories over non-residents of the Northwest Territories, and
  (ii) to the extent provided by legislation, residents of Wek'èezhìı who rely on wildlife from that area for food for themselves and their families over other persons.

12.8 ALLOCATION OF TOTAL ALLOWABLE HARVEST LEVEL BY GOVERNMENT

12.8.1 When government makes an allocation of a total allowable harvest level for any part of Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) it shall allocate

(a) a sufficient portion
(i) for the Tłı̨chǫ First Nation to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies, and
(ii) for any other Aboriginal people to exercise its rights to harvest wildlife in the area to which the total allowable harvest level applies; and

(b) portions of any remainder of the total allowable harvest level among other groups of persons or for other purposes.

12.8.2 When government makes an allocation under 12.8.1(a), it shall consider all relevant factors, including, in particular,

(a) current and past usage patterns and harvest levels in the exercise of rights referred to in 12.8.1(a); and;

(b) the availability of other populations of wildlife to meet the needs of the Tłı̨chǫ First Nation or the other Aboriginal people

12.8.3 When government makes an allocation under 12.8.1(a), if the total allowable harvest level is not sufficient to allow the Tłı̨chǫ First Nation and any other Aboriginal peoples to exercise their rights to harvest wildlife in the area to which the total allowable harvest level applies, it shall allocate the level equitably among the Tłı̨chǫ First Nation and those peoples.

12.8.4 When government makes an allocation under 12.8.1(b), of any portion of a total allowable harvest level remaining after an allocation for the Tłı̨chǫ First Nation and any other Aboriginal peoples, it shall consider all relevant factors including, in particular,

(a) demand for hunting and sport fishing by residents and non-residents of the Northwest Territories;

(b) demand for commercial harvesting in the Northwest Territories; and

(c) demand by lodge operators and outfitters in Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

12.8.5 When government makes an allocation under 12.8.1(b) of any portion of a total allowable harvest level remaining after an allocation for the Tłı̨chǫ First Nation and for other Aboriginal peoples, it shall give priority to

(a) non-commercial harvesting over commercial harvesting; and

(b) with respect to non-commercial harvesting,
   (i) residents of the Northwest Territories over non-residents of the Northwest Territories, and
   (ii) to the extent provided by legislation, residents of Wek'èezhìı and Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) who rely on wildlife from the area to which the total allowable harvest level applies for food for themselves and their families over other persons.

12.9 ALLOCATION BY TŁĮCHǪ GOVERNMENT

12.9.1 Any allocation among individuals of the harvesting rights of the Tłı̨chǫ First Nation shall be the responsibility of the Tłı̨chǫ Government.

12.10 COMMERCIAL ACTIVITIES RELATING TO WILDLIFE

12.10.1 Recommendations of the Wek’èezhìı Renewable Resources Board under 12.5.6(a) may include recommendations for regulations respecting the following activities when they take place wholly or partly in Wek’èezhìı:

(a) operation of commercial establishments and facilities for harvesting of wildlife;

(b) commercial propagation and husbandry of wildlife;

(c) commercial processing, marketing and sale of wildlife and wildlife products;

(d) provision of commercial wildlife guiding and outfitting services; and

(e) operation of commercial camps and lodges for fishing, hunting and naturalist purposes.

12.10.2 Government shall not permit commercial activities relating to wildlife, excluding fish, in Wek’èezhìı, without the consent of the Tłı̨chǫ Government, if such activities have not been conducted anywhere in Wek’èezhìı during the three-year period preceding the proposal to permit the new activity. The Tłı̨chǫ Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Wek’èezhìı Renewable Resources Board.

12.10.3 The Parties shall not permit a commercial activity in Wek’èezhìı for the propagation, cultivation or husbandry of a species of wildlife if, in the opinion of the Wek’èezhìı Renewable Resources Board, that activity would have a significant adverse affect on wildlife in Wek’èezhìı.

12.10.4 The Tłı̨chǫ Government shall consult government before authorizing commercial activities relating to wildlife on Tłı̨chǫ lands.

12.11 MANAGEMENT PLANS FOR MIGRATORY SPECIES

12.11.1 It is an objective that management plans, respecting wildlife that migrates between Wek’èezhìı and another area be prepared jointly with any body with authority over that wildlife in that other area. Failure to reach agreement on the application of such a plan outside Wek’èezhìı does not prevent the Parties from preparing and implementing a plan for Wek’èezhìı.

12.11.2 Within three years after the effective date or another date agreed to by the Parties, the Parties shall, separately or jointly, to the extent of their powers, prepare a comprehensive proposal for the management of the Bathurst caribou herd and a comprehensive proposal for the management of woodland caribou and submit them to the Wek’èezhìı Renewable Resources Board for review under 12.5.4

12.11.3 Within the first year after the effective date, the Wek'èezhìı Renewable Resources Board and the Parties shall meet for the purpose of preparing a comprehensive proposal for the management of the Bathurst caribou herd. The Board shall invite any body with jurisdiction over any part of the caribou range and representatives of any Aboriginal peoples who traditionally harvest the Bathurst Caribou herd to participate.

12.12 INTERNATIONAL AND DOMESTIC ARRANGEMENTS

12.12.1 Prior to adopting positions in relation to international agreements which may affect wildlife or wildlife habitat in Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè, government shall consult with

(a) the Wek'èezhìı Renewable Resources Board, in relation to their effect in Wek'èezhìı; and

(b) the Tłįchǫ Government, in relation to their effect in Mǫwhì Gogha Dè Nįįtłèè.

12.12.2 In respect of wildlife in Wek'èezhìı or Mǫwhì Gogha Dè Nįįtłèè which cross international boundaries, the Government of Canada shall endeavour to include the countries concerned in cooperative conservation and management agreements and arrangements. The Government of Canada shall endeavour to have provisions in such agreements and arrangements respecting joint research objectives and related matters respecting the control of access to such wildlife.

12.12.3 Government shall provide the Tłįchǫ Government with the opportunity to be represented in any Canadian management regimes in respect of wildlife which are established under international or domestic intergovernmental agreements and which affect wildlife in Mǫwhì Gogha Dè Nįįtłèè.

12.13 GREAT SLAVE LAKE

12.13.1 The Tłįchǫ Government may nominate at least one member to any governmental body having advisory or management responsibilities with respect to the management of fish or fish habitat in Great Slave Lake.

12.14 HARMONIZATION OF LAWS

12.14.1 The Tłįchǫ Government and the Government of the Northwest Territories will, prior to the enactment of laws in relation to wildlife management, make every reasonable attempt to harmonize those laws to ensure the maximum protection for wildlife in the Northwest Territories.

12.15 WILDLIFE MANAGEMENT UNDER FUTURE LAND CLAIMS AGREEMENTS

12.15.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek'èezhìı Renewable Resources Board, in relation to any part of Wek'èezhìı, to determine a total allowable harvest level, except for fish, or the allocation of portions of any total allowable harvest level or to make a determination respecting the management of the Bathurst caribou herd,

(a) government shall notify the Tłįchǫ Government that such a provision is being negotiated and provide to the Tłįchǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and the Wek'èezhìı Renewable Resource Board will ensure that all such determinations in relation to that part of Wek'èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

12.15.2 If a future land claims agreement provides a new body has authority in relation to any part of Wek'èezhìı to make a determination described in 12.15.1, the new body and the Wek'èezhìı Renewable Resources Board shall, in the absence of an agreement approved under 12.15.1(b), make that determination in relation to that part of Wek'èezhìı jointly, in accordance with a process agreed to by them.

12.15.3 In the absence of an agreement approved under 12.15.1(b) or where the new body and the Wek'èezhìı Renewable Resources Board fail to agree on a process under 12.15.2 or to make a determination described in 12.15.1 in relation to that part of Wek'èezhìı within any reasonable period of time specified by a Party that submitted a proposal for their determination, a Party may, to the extent of its powers under legislation or Tłįchǫ laws to establish or otherwise implement such a determination, make that determination in place of the Board and the new body, in accordance with 12.5 to 12.7.

CHAPTER 13

TREES AND FOREST MANAGEMENT

13.1 GENERAL

13.1.1 13.2 and 13.3 do not apply to Tłįchǫ lands.

13.1.2 Nothing in this chapter shall be construed to

(a) confer rights of ownership of trees;

(b) guarantee the supply of trees;

(c) preclude persons who are not Tłįchǫ Citizens from harvesting trees, except that they may be precluded from doing so by or under legislation;

(d) entitle a Tłįchǫ Citizen or the Tłįchǫ Government to any compensation for damage to or loss of trees or harvesting opportunities; or

(e) derogate from the access right of a Tłįchǫ Citizen under 10.5.1.

13.1.3 Nothing in the Agreement is intended to affect any responsibility of government for the fighting of forest fires.

13.1.4 In exercising their powers in relation to forest management, the Government of the Northwest Territories, the Tłįchǫ Government and the Wek'èezhìı Renewable Resources Board shall

(a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;

(b) apply the principles and practices of conservation;

(c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;

(d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and

(e) consider, where appropriate, public health and public safety issues.

13.1.5 In exercising their powers in relation to forest management, the Government of the Northwest Territories, the Tłįchǫ Government and the Wek'èezhìı Renewable Resources Board shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.

13.2 RIGHT TO HARVEST

13.2.1 Subject to any limitations prescribed by or in accordance with the Agreement and to legislation and Tłįchǫ laws in respect of forest management, land management in a community, conservation, public health, public safety or protection of the environment from significant damage, the Tłįchǫ First Nation has the right to harvest trees, including dead trees, throughout Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) at all seasons of the year for

(a) firewood for use by Tłįchǫ Citizens or for community purposes in a Tłįchǫ community;

(b) construction or maintenance of hunting, trapping and fishing camps primarily for use by Tłįchǫ Citizens;

(c) the making of handicrafts by Tłįchǫ Citizens;

(d) use by Tłįchǫ Citizens for traditional, cultural or medicinal purposes;

(e) construction of boats and rafts primarily for use by Tłįchǫ Citizens; and

(f) construction of houses for occupancy by Tłįchǫ Citizens and of buildings in a Tłįchǫ community for community purposes.

13.2.2 The right of the Tłįchǫ First Nation to harvest trees under 13.2.1 does not apply

(a) on lands held in fee simple or subject to an agreement for sale or surface lease;

(b) where it conflicts with any activity carried out under an authorization granted by government, such as a timber licence or permit, a forest management agreement or a land use permit; or

(c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłįchǫ Government.

13.2.3 If any limitations to the right to harvest trees under 13.2.1 results in Tłįchǫ Citizens and members of any other Aboriginal people being unable to fully exercise their rights to harvest trees, the amount they are allowed to harvest shall be allocated equitably among them.

13.2.4 Subject to any agreement between the Tłı̨chǫ First Nation and the Inuit of Nunavut, Tłı̨chǫ Citizens have the right to harvest trees within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.

13.3 AUTHORIZATION OF COMMERCIAL HARVESTING

13.3.1 The Parties shall not authorize the commercial harvesting of trees in Wek'èezhìı where in the opinion of the Wek'èezhìı Renewable Resources Board such commercial harvesting would have a significant adverse effect on wildlife in Wek'èezhìı.

13.3.2 The Tłı̨chǫ Government shall be consulted by government prior to government changing any authorization of a commercial tree harvesting operation taking place wholly or partly in Wek'èezhìı, where the change would allow the conduct of the operation in a different area from that already authorized.

13.4 FOREST MANAGEMENT

13.4.1 The Wek'èezhìı Renewable Resources Board may, in relation to Wek'èezhìı but not in relation to a national park, and after consultation with any Party or body with powers respecting forest management, make recommendations to the Parties with respect to

(a) policies and rules in respect of the harvesting of trees; and

(b) plans and policies for forest management which may include
  (i) determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, allowable harvests of trees, harvesting methods, reforestation measures and the employment and training of Tłı̨chǫ Citizens,
  (ii) provisions for management agreements with commercial harvesters and land owners, and
  (iii) provision for forest fire management activities.

13.4.2 In relation to Wek'èezhìı but not in relation to a national park, government or the Tłı̨chǫ Government may consult the Wek'èezhìı Renewable Resources Board on any matter which affects forest management and shall consult the Board on

(a) draft legislation and Tłı̨chǫ laws respecting forest management;

(b) land use policies and draft legislation and Tłı̨chǫ laws where those policies, legislation or laws will likely impact on forest management;

(c) policies respecting forest management research and the evaluation of such research; and

(d) plans for training Tłı̨chǫ Citizens in forest management.

CHAPTER 14

PLANTS

14.1 GENERAL

14.1.1 14.2 and 14.3 do not apply to Tłı̨chǫ lands.

14.1.2 Nothing in this chapter shall be construed to

(a) confer rights of ownership to plants;

(b) guarantee the supply of any plants;

(c) preclude persons who are not Tłı̨chǫ Citizens from harvesting plants, except that they may be precluded from doing so by or under legislation;

(d) entitle a Tłı̨chǫ Citizen or the Tłı̨chǫ Government to any compensation for damage to or loss of plants or harvesting opportunities; or

(e) derogate from the access right of a Tłı̨chǫ Citizen under 10.5.1.

14.1.3 In exercising their powers in relation to the management of plants, the Government of the Northwest Territories, the Tłı̨chǫ Government and the Wek'èezhìı Renewable Resources Board shall

(a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;

(b) apply the principles and practices of conservation;

(c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;

(d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and

(e) consider, where appropriate, public health and public safety issues.

14.1.4 In exercising their powers in relation to the management of plants, the Government of the Northwest Territories, the Tłı̨chǫ Government and the Wek'èezhìı Renewable Resources Board shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.

14.2 RIGHT TO HARVEST

14.2.1 Subject to any limitations prescribed by or in accordance with the Agreement and to legislation and Tłı̨chǫ laws in respect of conservation, land management in a community, public health, public safety or protection of the environment from significant damage, the Tłı̨chǫ First Nation has the right to harvest plants throughout Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) at all seasons of the year for

(a) the making of handicrafts by Tłı̨chǫ Citizens;

(b) use or consumption by Tłı̨chǫ Citizens for food, medicinal or cultural purposes, and for purposes ancillary to wildlife harvesting under 10.1.1; and

(c) trade or gifts to members of an Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own use or consumption.

14.2.2 The right of the Tłı̨chǫ First Nation to harvest plants under 14.2.1 does not apply

(a) on lands held in fee simple, subject to an agreement for sale or surface lease;

(b) where it conflicts with any activity carried out under an authorization granted by government such as a timber licence or permit, a forest management agreement or land use permit; and

(c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tłı̨chǫ Government.

14.2.3 If any limitations to the right to harvest plants under 14.2.1 results in Tłı̨chǫ Citizens and members of any other Aboriginal people being unable to fully exercise their rights to harvest plants, the amount they are allowed to harvest shall be allocated equitably among them.

14.2.4 Subject to any agreement between the Tłı̨chǫ First Nation and the Inuit of Nunavut, Tłı̨chǫ Citizens have the right to harvest plants within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.

14.3 AUTHORIZATION OF COMMERCIAL HARVESTING

14.3.1 The Parties shall not authorize the commercial harvesting of plants in Wek'èezhìı where in the opinion of the Wek'èezhìı Renewable Resources Board such commercial harvesting would have a significant adverse effect on wildlife in Wek'èezhìı.

14.3.2 The Tłı̨chǫ Government shall be consulted by government prior to government changing any authorization of a commercial plant harvesting operation taking place wholly or partly in Wek'èezhìı, where the change would allow the conduct of the operation in a different area from that already authorized.

14.4 MANAGEMENT OF PLANTS

14.4.1 The Wek'èezhìı Renewable Resources Board may, in relation to Wek'èezhìı but not in relation to a national park, and after consultation with any Party or body with powers respecting the management of plants, make recommendations to the Parties with respect to

(a) policies and rules in respect of the harvesting of plants; and

(b) plans and policies for plant management which may include
  (i) determination of areas of commercial harvesting of plants and the terms and conditions of such harvesting and the employment and training of Tłı̨chǫ Citizens, and
  (ii) provisions for management agreements with commercial harvesters and land owners.

14.4.2 In relation to Wek'èezhìı but not in relation to a national park, government or the Tłı̨chǫ Government may consult the Wek'èezhìı Renewable Resources Board on any matter which affects plant management and shall consult the Board on

(a) draft legislation and Tłı̨chǫ laws respecting plant management;

(b) land use policies and draft legislation and Tłı̨chǫ laws where those policies, legislation or laws will likely impact on plant management;

(c) policies respecting plant management research and the evaluation of such research; and

(d) plans for training Tłı̨chǫ Citizens in plant management.

14.5 LEGISLATION

14.5.1 Government shall consult with the Tłı̨chǫ Government with respect to the harvesting of plants by Tłı̨chǫ Citizens before legislating to regulate or prohibit harvesting of plants in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT).

CHAPTER 15

NATIONAL PARKS

15.1 GENERAL

15.1.1 The purpose of establishing a national park to be wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) is to preserve and protect for future generations representative natural areas of national significance, including the wildlife resources of such areas, and to encourage public understanding, appreciation and enjoyment of such areas, while providing for the rights of the Tłı̨chǫ First Nation under the Agreement to use such areas for the harvesting of wildlife, plants and trees.

15.1.2 The traditional and current use of lands within a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) by the Tłı̨chǫ First Nation shall be recognized in policies and public information programs and materials.

15.1.3 Park management plans and interim management guidelines for national parks wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall respect

(a) Tłı̨chǫ burial sites and places of religious and ceremonial significance; and

(b) sites of historic and archaeological significance to the Tłı̨chǫ First Nation.

15.1.4 Except as otherwise provided in the Agreement, a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be planned, established and managed in accordance with the *Canada National Parks Act* and other legislation, the national parks policy and any interim guidelines or park management plan in effect.

15.1.5 The boundaries of a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall not be enlarged except after consultation with the Tłı̨chǫ Government.

15.1.6 The Minister or the Minister's designate and any National Park Committee shall consult with the Wek'èezhìı Renewable Resources Board when exercising its powers in relation to any matter in a national park which may affect wildlife or wildlife habitat in a part of Wek'èezhìı outside the park.

15.1.7 Subject to national parks objectives and policies, wildlife management within a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be compatible with wildlife management elsewhere in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) to the extent possible.

15.1.8 Once established, the boundaries of a national park wholly or partly in Wek'èezhìı shall not be reduced without the consent of the Tłı̨chǫ Government.

15.2 TŁĮCHǪ IMPACT AND BENEFIT PLAN FOR NATIONAL PARK WHOLLY OR PARTLY IN WEK'ÈEZHÌI

15.2.1 Prior to establishment of a national park wholly or partly in Wek'èezhìı, a Tłı̨chǫ impact and benefit plan for the proposed park shall be prepared and approved in accordance with 15.2.2.

15.2.2 The Tłı̨chǫ Government and officials designated by the Minister shall attempt to prepare jointly a Tłı̨chǫ impact and benefit plan. If they agree on a plan, they shall submit it to the Minister for consideration and approval. If they fail to reach agreement on a plan within 18 months, each party may submit its own plan to the Minister for the Minister's consideration and approval. The Minister may approve a plan that consists of one of the plans submitted to the Minister or of parts of each. The Minister shall give written reasons for a decision. Government and the Tłı̨chǫ Government shall implement a plan once it has been approved.

15.2.3 A Tłı̨chǫ impact and benefit plan shall

(a) be consistent with the other provisions of the Agreement;

(b) address the impact of the establishment and development of the park on any affected Tłı̨chǫ community;

(c) describe the steps that will be taken by government to establish the park; and

(d) describe training opportunities to assist Tłı̨chǫ Citizens to qualify for employment in the park.

15.2.4 The Tłı̨chǫ impact and benefit plan may include provisions relating to

(a) the National Park Committee;

(b) the continued use by Tłı̨chǫ Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tłı̨chǫ First Nation in the park;

(c) economic and employment opportunities for Tłı̨chǫ Citizens and measures which will be adopted to assist Tłı̨chǫ Citizens to take advantage of such opportunities, in addition to the opportunities provided under 15.2.3(d);

(d) mitigation of potential negative impacts of park establishment on any affected Tłı̨chǫ community;

(e) routes and locations for public access to the park; and

(f) other impacts and benefits of concern to government or any affected Tłı̨chǫ community.

15.2.5 A Tłı̨chǫ impact and benefit plan shall contain provisions providing for a review of the plan not less than once every 10 years after the establishment of the park.

15.3 NATIONAL PARK COMMITTEE

15.3.1 A National Park Committee shall be established for each national park wholly or partly in Wek'èezhìı at the time the park is established.

15.3.2 The members of a National Park Committee shall select from among themselves a chairperson.

15.3.3 Members of a National Park Committee shall be appointed for a fixed term but a member may be removed from office for cause by the authority which appointed that member.

15.3.4 The Park Superintendent or his or her designate shall sit as an ex-officio, non-voting member of a National Park Committee.

15.3.5 Each member of a National Park Committee shall exercise one vote except that the chairperson shall vote only in the event of a tie.

15.3.6 A National Park Committee may meet as often as necessary, but shall hold at least two meetings annually.

15.3.7 A National Park Committee may establish its own rules of procedures respecting the conduct of its business.

15.3.8 A National Park Committee may advise the Minister or the Minister's designate and agencies of government, as appropriate, with respect to the following matters in relation to the park:

(a) wildlife management;

(b) interim management guidelines and management plans and any amendments to them;

(c) training plans and economic and employment opportunities for Tłı̨chǫ Citizens associated with the development and operation of the park;

(d) any proposed changes to park boundaries;

(e) issuance of permits for cabins or camps which may be required for the exercise of the harvesting rights of the Tłı̨chǫ First Nation;

(f) protection of sites of cultural, spiritual or historical significance to the Tłı̨chǫ First Nation and of sites of archaeological significance;

(g) information and interpretive programs to recognize the traditional use of the park area by the Tłı̨chǫ First Nation;

(h) research and field work conducted by or for government in the park; and

(i) any other matters which may be referred to the Committee by the Minister or agencies of government.

15.3.9 The Minister shall inform a National Park Committee in writing of reasons for rejection or variance of any advice provided and afford the Committee an opportunity for further consideration of the matter.

15.3.10 When a national park is wholly in Wek'èezhìı, the National Park Committee shall consist of a number of members appointed by the Minister in consultation with the Government of the Northwest Territories. The Tłı̨chǫ Government is entitled to nominate 50 percent of the members of the Committee, excluding the chairperson, subject to an agreement between the Tłı̨chǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

15.3.11 If the members of a National Park Committee for a park that is wholly in Wek'èezhìı fail to agree on a chairperson within 60 days of their own appointments or from the date when the position became vacant, the Minister shall select the chairperson from among the members. The authority which nominated the member who was selected as chairperson shall nominate a replacement to the Committee.

15.4 INTERIM MANAGEMENT GUIDELINES

15.4.1 Interim management guidelines for a national park wholly or partly in Wek'èezhìı shall be prepared by Parks Canada, in consultation with the National Park Committee, within two years of the establishment of the national park.

15.4.2 Interim management guidelines come into effect upon approval by the Minister. Before approving the guidelines, the Minister shall inform the National Park Committee in writing of reasons for rejection or variance of any guideline proposed by the Committee and afford the Committee an opportunity for further consideration of the matter.

15.5 PARK MANAGEMENT PLAN

15.5.1 Within five years of the establishment of a national park wholly or partly in Wek'èezhìı, Parks Canada shall, in consultation with the National Park Committee, prepare a management plan for the park. The plan shall describe the policies and procedures to manage and protect the park and its resources, and shall replace the interim management guidelines.

15.5.2 A park management plan comes into effect upon approval by the Minister. Before approving the plan, the Minister shall inform the National Park Committee in writing of reasons for rejection or variance of any proposal of the Committee and afford the Committee an opportunity for further consideration of the matter.

15.5.3 A park management plan shall be reviewed and revised as required from time to time and not less than every 10 years after the plan is approved.

15.6 WILDLIFE

15.6.1 A national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be managed in a manner which provides for wildlife harvesting by Tłı̨chǫ Citizens in the park. Such harvesting shall be consistent with

(a) the other provisions of the Agreement;

(b) any interim management guidelines for that park approved under 15.4.2 or any park management plan for that park approved under 15.5.2;

(c) the principles of conservation; and

(d) the use and enjoyment of that park by other persons.

15.6.2 Except for harvesting of wildlife that are furbearers, wildlife harvested by a Tłı̨chǫ Citizen in a national park wholly or partly in Wek'èezhìı, including any products thereof, shall be only for that person's own use or consumption or for the use or consumption of that person's spouse, parent or child or for trade or gift to

(a) Tłı̨chǫ Citizens for their own use or consumption; or

(b) members of another Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own use or consumption.

15.6.3 Subject to 15.6.4, the harvesting of wildlife by a Tłı̨chǫ Citizen in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), including their right to trade or to give wildlife away, may be restricted for reasons related to the management of the park. No such restrictions may be established after the effective date except,

(a) where there are interim management guidelines approved under 15.4.2 or a park management plan approved under 15.5.2, through those guidelines or plan; or

(b) where there are no such guidelines or plan, after consultation with the Tłı̨chǫ Government.

15.6.4 Any restrictions on the harvesting of wildlife by Tłı̨chǫ Citizens in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be no more restrictive than on harvesting by any other persons.

15.6.5 Permits may be required for the establishment, in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), of cabins and camps required for the exercise of the Tłı̨chǫ First Nation's harvesting rights but not for cabins and camps that existed before the park was established. Such permits shall be issued by the Park Superintendent without charge. Where there are guidelines approved under 15.4.2 or a park management plan approved under 15.5.2, the cabins and camps shall conform to these guidelines or plan.

15.6.6 Harvesting of wildlife in a national park wholly or partly in Wek'èezhìı shall not be permitted except

(a) by a Tłı̨chǫ Citizen or a member of another Aboriginal people of the Northwest Territories or Nunavut; or

(b) in the course of a controlled hunt conducted because manipulation of wildlife populations is required.

15.7 PLANTS AND TREES

15.7.1 Plants and trees harvested by a Tłı̨chǫ Citizen in a national park under chapter 10, 13 or 14 and any product made from them shall only be used within the park.

15.7.2 Subject to 15.7.3, the harvesting of plants or trees by a Tłı̨chǫ Citizen in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), including the right to trade or give them away, may be restricted for reasons related to the management of the park. No such restrictions may be established after the effective date except

(a) where there are interim management guidelines approved under 15.4.2 or the park management plan approved under 15.5.2 through these guidelines or plan; or

(b) where there are no such guidelines or plan, after consultation with the Tłı̨chǫ Government.

15.7.3 Any restrictions on the harvesting of plants or trees by Tłı̨chǫ Citizens in a national park wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall be no more restrictive than on harvesting by any other persons.

15.8 ECONOMIC AND EMPLOYMENT PROVISIONS

15.8.1 The Parties intend that Tłı̨chǫ Citizens will hold a substantial number of the jobs in a national park wholly in Wek'èezhìı. To this end, training opportunities, as described in the Tłı̨chǫ impact and benefit plan, shall be provided to assist Tłı̨chǫ Citizens to qualify for such employment.

15.8.2 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a national park wholly or partly in Wek'èezhìı, the Park Superintendent shall notify the Tłı̨chǫ Government. Tłı̨chǫ Citizens shall be given consideration, by the Park Superintendent, to conduct the hunt.

15.9 NATIONAL PARK IN VICINITY OF EAST ARM OF GREAT SLAVE LAKE

15.9.1 This chapter, except 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.1.6, 15.1.7, 15.6.1, 15.6.3, 15.6.4, 15.6.5 and 15.7, does not apply to any national park established within the area withdrawn under Order in Council P.C. 1997-1922.

CHAPTER 16

PROTECTED AREAS

16.1 ESTABLISHMENT OR BOUNDARY CHANGES

16.1.1 At least one year prior to the establishment of any protected area or to changing the boundaries of an established protected area, government shall consult with

(a) the Tłı̨chǫ Government, where the area is to be in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT); and

(b) the Wek'èezhìı Renewable Resources Board and any affected Tłı̨chǫ community government, where the area is to be in Wek'èezhìı.

16.1.2 Any Party may make a proposal to the other Parties for the designation of areas wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) as protected areas.

16.2 TERRITORIAL PARK MANAGEMENT PLAN

16.2.1 For each territorial park wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) that is larger than 130 hectares and outside a community, the Government of the Northwest Territories may prepare a park management plan describing the policies which will guide the conservation and management of the park and its resources. The Tłı̨chǫ Government and, where the park is to be wholly or partly in Wek'èezhìı, the Wek'èezhìı Renewable Resources Board, shall be invited to participate in the preparation of any such plan. A park management plan comes into effect upon approval by the Minister.

16.3 HARVESTING RIGHTS

16.3.1 Subject to 16.3.2, the harvesting of wildlife, plants and trees in a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) by Tłı̨chǫ Citizens, including their right to trade or give them away, may be restricted for reasons related to the management of the protected area. Subject to 16.5.1, no such restrictions may be established after the effective date except through an agreement under 16.4.1 or in accordance with a determination of the Wek'èezhìı Renewable Resources Board under 16.4.2.

16.3.2 Any restrictions on harvesting by Tłı̨chǫ Citizens in a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè(NWT) shall be no more restrictive than on harvesting by other persons.

16.4 PROTECTED AREA AGREEMENT

16.4.1 An agreement may be negotiated between the Tłı̨chǫ Government and government in relation to the management of a protected area wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT). That agreement may include provisions relating to

(a) protection of sites of cultural, spiritual or historic significance to the Tłı̨chǫ First Nation or of archaeological significance;

(b) mitigation of potential negative impacts of the establishment of the protected area on affected Tłı̨chǫ Citizen harvesters and affected residents of Tłı̨chǫ communities;

(c) participation of the Tłı̨chǫ Government in management committees or other similar structures relating to the development and administration of the protected area;

(d) any management guidelines or management plan;

(e) the continued use by Tłı̨chǫ Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tłı̨chǫ First Nation in the protected area;

(f) restrictions on the harvesting of wildlife, plants and trees by Tłı̨chǫ Citizens, including their right to trade or to give them away;

(g) the periodic review of the agreement; and

(h) other matters of concern to the affected residents of Tłı̨chǫ communities, the Tłı̨chǫ Government and government.

16.4.2 In the event that an agreement on the restriction of harvesting by Tłı̨chǫ Citizens under 16.4.1(f) is not concluded within two years of the commencement of negotiations, government or the Tłı̨chǫ Government may submit its proposal respecting such restrictions to the Wek'èezhìı Renewable Resources Board for consideration and determination. The Board shall give written reasons for a determination.

16.5 EMERGENCIES

16.5.1 In the event of an emergency for reasons of conservation, government may establish a protected area or change the boundaries of such an area without prior consultation under 16.1.1 or may restrict harvesting of wildlife, plants or trees by Tłı̨chǫ Citizens in such an area without an agreement under 16.4.1 or a determination of the Wek'èezhìı Renewable Resources Board under 16.4.2, but shall consult with the Board, the Tłı̨chǫ Government and any affected Tłı̨chǫ community government, as soon as possible thereafter, on the necessity of the action and, in the case of the establishment of a new protected area, the terms and conditions to be attached to the management of the area.

16.6 ECONOMIC AND EMPLOYMENT PROVISIONS

16.6.1 It is the objective of the Parties that Tłı̨chǫ Citizens be employed at all occupational levels in protected areas wholly or partly in Wek'èezhìı. Government shall identify such employment opportunities in respect of the management of protected areas and shall, if there are any such opportunities, provide appropriate training opportunities for Tłı̨chǫ Citizens to assist Tłı̨chǫ Citizens to qualify for such positions. The nature and extent of these employment and training opportunities shall

(a) be set out in the Implementation Plan, for any protected area established before the effective date; or

(b) be set out in an agreement negotiated between government and the Tłı̨chǫ Government or be confirmed by the Minister under 16.6.2, for any protected area established after the effective date

16.6.2 If government and the Tłı̨chǫ Government fail to reach an agreement referred to in 16.6.1(b) within 18 months of the identification by government of employment opportunities, the Tłı̨chǫ Government may submit its proposal for the nature and extent of the employment and training opportunities to the Minister. The Minister shall accept or vary the proposal, giving written reasons to the Tłı̨chǫ Government for any variance, and shall implement the resulting arrangements for such opportunities.

16.6.3 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a protected area wholly or partly in Wek'èezhìı, Tłı̨chǫ Citizens shall be given consideration to conduct the hunt under the supervision of the managers of the protected area.

CHAPTER 17

HERITAGE RESOURCES

17.1 GENERAL

17.1.1 Tłı̨chǫ heritage resources are the cultural patrimony of the Tłı̨chǫ First Nation.

17.1.2 17.1.1 shall not be interpreted as creating ownership rights for the Tłı̨chǫ First Nation.

17.1.3 Nothing in this chapter shall limit any entitlement, right, title or interest of the Tłı̨chǫ Government, the Tłı̨chǫ First Nation or a Tłı̨chǫ Citizen available under law in respect of intellectual property.

17.1.4 Where the Tłı̨chǫ Government identifies an issue of concern arising out of the administration of legislation or government policy in respect of Tłı̨chǫ heritage resources, the government that enacted the legislation or created the policy will discuss that concern with the Tłı̨chǫ Government and provide it with written reasons for any decision on how to deal with that concern.

17.1.5 The location of burial sites in Wek'èezhìı other than burial sites in cemeteries shall, as they become known, be recorded by government. Government shall indicate in that record those sites known to be Tłı̨chǫ burial sites.

17.1.6 Any dispute as to whether a heritage resource is a Tłı̨chǫ heritage resource may be referred for resolution in accordance with chapter 6 by government, the Tłı̨chǫ Government or a person with a right or interest in the resource or site where it is located.

17.2 MANAGEMENT OF HERITAGE RESOURCES

17.2.1 The Tłı̨chǫ Government shall be the custodian of heritage resources on Tłı̨chǫ lands.

17.2.2 The Tłı̨chǫ Government shall notify government when a heritage resource, other than a Tłı̨chǫ heritage resource, is found on Tłı̨chǫ lands.

17.2.3 Government shall notify the Tłı̨chǫ Government when a Tłı̨chǫ heritage resource is found outside Tłı̨chǫ lands but in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT).

17.2.4 The Tłı̨chǫ Government shall have an opportunity to be represented on any board, agency or committee established by government with responsibilities restricted to the Northwest Territories that include the administration or protection of Tłı̨chǫ heritage resources in the Mackenzie Valley.

17.2.5 Within two years after the effective date, to address the potential effect of land use activities on heritage resources in Wek'èezhìı, representatives of the Parties shall, in consultation with each other, develop guidelines for

(a) conditions that should be attached to a land use permit issued by government or a board established by government in respect of the presence of heritage resources on the lands to which the permit applies; and

(b) the procedure that should be followed where heritage resources are discovered on the lands to which the land use permit applies.

17.2.6 Prior to the issuance of a land use permit by government or a board established by government in Wek'èezhìı, the government or any such board shall,

(a) forward a copy of the land use permit application to the Tłı̨chǫ Government and the government agency responsible for heritage resources; and

(b) seek advice concerning the presence of heritage resources on the lands to which the land use permit will apply from the Tłı̨chǫ Government.

17.2.7 Prior to issuing an archaeological permit, government shall,

(a) in respect of heritage resources on Tłı̨chǫ lands, ensure that the applicant has obtained the written consent of the Tłı̨chǫ Government; and

(b) in respect of Tłı̨chǫ heritage resources elsewhere in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), consult with the Tłı̨chǫ Government.

17.2.8 All archaeological permits in respect of Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) shall

(a) specify plans and methods for site protection and restoration, where applicable;

(b) require consultation with the Tłı̨chǫ Government;

(c) provide for treatment and disposition of materials extracted; and

(d) require submission of a technical report and a non-technical report on the work completed.

17.3 ACCESS TO AND CARE OF TŁĮCHǪ HERITAGE RESOURCES

17.3.1 It is an objective of the Parties that Tłı̨chǫ heritage resources which have been removed from the Northwest Territories be available for the benefit, study and enjoyment of Tłı̨chǫ Citizens and all other residents of the Northwest Territories. The attainment of this objective may include the return of such resources to the Northwest Territories, on a temporary or continuing basis, provided that

(a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such Tłı̨chǫ heritage resources for future generations; and

(b) such relocation is compatible with the maintenance of the integrity of public archives and national and territorial heritage resource collections.

17.3.2 Government and the Tłı̨chǫ Government will work together to attain the objective in 17.3.1.

17.3.3 17.3.1 and 17.3.2 do not apply to human remains and associated grave goods found in Tłı̨chǫ burial sites.

17.3.4 At the request of the Tłı̨chǫ Government, government shall

(a) deliver any human remains and associated grave goods that were found in Tłı̨chǫ burial sites in the Northwest Territories and subsequently removed from the Northwest Territories and are still held by government to the Tłı̨chǫ Government in accordance with applicable legislation and government policies; and

(b) use reasonable efforts to facilitate the Tłı̨chǫ Government's access to Tłı̨chǫ artifacts and human remains of Tłı̨chǫ ancestry that are held in other public and private collections.

17.3.5 Tłı̨chǫ Citizens shall be given opportunities for employment at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects related to Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), in a manner to be set out in an agreement between government and the Tłı̨chǫ Government in relation to the site or area where the facility or project is located or, where there is no such agreement, in the management or work plans for the site or facility. The Tłı̨chǫ Government shall be consulted in the development of such plans.

17.3.6 Where government prepares public information material with respect to protected areas, projects and programs concerning Tłı̨chǫ heritage resources in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), the Tłı̨chǫ Government shall be consulted to ensure that appropriate recognition is given to the culture and history of the Tłı̨chǫ First Nation.

17.4 BURIAL SITES

17.4.1 Immediately upon discovering a burial site in Wek'èezhìı outside a cemetery, a person shall notify the Tłı̨chǫ Government and government.

17.4.2 Subject to 17.4.4, a Tłı̨chǫ burial site on Tłı̨chǫ lands or in a Tłı̨chǫ community shall not be surveyed or disturbed without the written consent of the Tłı̨chǫ Government.

17.4.3 Any person surveying or disturbing a Tłı̨chǫ burial site shall take appropriate measures to respect the dignity of the site and of any human remains and associated grave goods therein.

17.4.4 A Tłı̨chǫ burial site on Tłı̨chǫ lands or in a Tłı̨chǫ community may be disturbed by police, where authorized by legislation, without the consent of the Tłı̨chǫ Government, if such disturbance is required in relation to a police investigation.

17.4.5 At the request of one of the Parties, the Parties shall jointly develop procedures for the protection of Tłı̨chǫ burial sites in Wek'èezhìı. If they fail to agree on those procedures one of the Parties may refer the matter for resolution in accordance with chapter 6.

17.5 PLACE NAMES

17.5.1 The Tłı̨cho Government may establish its own procedures and policies for place naming within Tłı̨chǫ lands.

17.5.2 The Tłı̨chǫ Government may, in consultation with government, name or rename lakes, rivers, mountains and other geographic features and locations wholly within Tłı̨chǫ lands and Tłı̨chǫ communities.

17.5.3 Once the Tłı̨chǫ Government notifies government that it has given a new place name for a lake, river, mountain or other geographic feature or location wholly within Tłı̨chǫ lands and Tłı̨chǫ communities, that new name shall be recognized as the official name by government and the Tłı̨chǫ Government.

17.5.4 Where the Tłı̨chǫ Government requests government to establish a new official name or change an existing official name of a lake, river, mountain or other geographic feature or location wholly or partly in Wek'èezhìı that is located wholly or partly outside Tłı̨chǫ lands, government and the Tłı̨chǫ Government shall, taking into account the integral role that place names play in the living history of the Tłı̨chǫ First Nation, attempt to reach an agreement on the official name.

17.5.5 Government will consult the Tłı̨chǫ Government when considering any proposal to name or rename a lake, river, mountain or other geographic feature or location wholly or partly in Wek'èezhìı.

17.5.6 Tłı̨chǫ place names recognized as official under 17.5.3 or 17.5.4 shall be included, to the extent practicable and in accordance with map production specifications of the Government of Canada, on NTS mapsheets when they are revised and on other maps when they are produced or revised by government.

17.6 EZǪDZÌTÌ

17.6.1 The area known as Ezǫdzìtì and described in the appendix to this chapter is a heritage resource of historical and cultural significance to the Tłı̨chǫ First Nation and to all Canadians.

17.6.2 Government shall not grant any interests in Ezǫdzìtì.

APPENDIX TO CHAPTER 17

DESCRIPTION OF EZǪDZÌTÌ (17.6.1)

Official Description

Notes: All geographic coordinates are based upon North American Datum of 1927.

All geographic coordinates are expressed in degrees and minutes.

Any references to straight lines means points joined directly on a North American Datum of 1927 Universal Transverse Mercator projected plane surface.

Ezǫdzìtì comprises all that area of land in the Northwest Territories described as follows:

Commencing at the point of intersection of latitude 64°45'N and longitude 119°23'W;

thence in an easterly direction following a straight line to the intersection of latitude 64° 45' and longitude 119° 09';

thence in a southeasterly direction following a straight line to the intersection of latitude 64° 38' and longitude 118° 58';

thence in a southeasterly direction following a straight line to the intersection of latitude 64° 29' and longitude 118° 55';

thence in a southeasterly direction following a straight line to the intersection of latitude 64° 25' and longitude 118° 41';

thence in a southerly direction following a straight line to the intersection of latitude 64° 15' and longitude 118° 41';

thence in a northwesterly direction following a straight line to the intersection of latitude 64° 16' and longitude 119° 23'; and

thence in a northerly direction following a straight line to the point of commencement.

Illustrative Map

An illustrative map showing Ezǫdzìtì may be found in part 3 of the appendix to chapter 1.

CHAPTER 18

TŁĮCHǪ LANDS

18.1 TŁĮCHǪ TITLE

18.1.1 The Tłı̨chǫ Government, on behalf of the Tłı̨chǫ First Nation, is vested with title, which may be referred to as "Tłı̨chǫ title", to the lands the boundaries of which are shown on the map described in part 1 of the appendix to this chapter, totalling approximately 39,000 square kilometres, including the mines and minerals that may be found to exist within, upon or under such lands, subject to the interests listed in part 2 of the appendix to this chapter and to any renewals or replacements of such interests and to the interests granted under 18.1.2.

18.1.2 Before the effective date, a person authorized by the Dogrib Treaty 11 Council may, on behalf of the Tłı̨chǫ Government, execute an agreement for the granting of an interest described in part 3 of the appendix to this chapter. All such interests will come into effect on the effective date and the agreement will bind the Tłı̨chǫ Government on whose behalf it was executed.

18.1.3 Before the effective date, the chief negotiators may agree in writing to amend part 3 of the appendix to this chapter by adding thereto the descriptions of additional interests, and that part of the appendix shall be deemed to have been amended in accordance with such an amending agreement upon the execution of the amending agreement by the chief negotiators.

18.1.4 During the first year after the effective date, the Parties will amend part 2 of the appendix to this chapter to include any interests granted before the effective date that are still in effect immediately before that date. Any such amendment will be deemed to have been made immediately before the effective date.

18.1.5 In the case of a dispute among the Parties as to whether any interest has been granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest that an arbitrator determines under chapter 6 to have been granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter immediately before the effective date.

18.1.6 During the first year after the effective date, the Parties may amend part 2 of the appendix to this chapter to correct an error in the reference to an interest or to remove therefrom an interest that did not exist immediately before the effective date. Any such amendment will be deemed to have been made immediately before the effective date.

18.1.7 Tłįchǫ title is held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing any rights recognized and affirmed by section 35 of the *Constitution Act, 1982*. Title held by the Tłįchǫ Government to Tłįchǫ lands does not include title to water in, on or under the lands.

18.1.8 Unless otherwise provided on the map described in part 1 of the appendix to this chapter or on a registered plan of survey of the boundaries of Tłįchǫ lands,

(a) Tłįchǫ title shall include title to the beds of lakes, rivers and other water bodies wholly contained within the boundaries of Tłįchǫ lands;

(b) where a boundary of Tłįchǫ lands crosses a lake, river or other water body, Tłįchǫ title shall include the portion of the bed of that water body within the boundaries of Tłįchǫ lands; and

(c) Tłįchǫ title shall not include title to the bed of any lake, river or other water body or to any island in a water body where the water body is shown or described as a boundary of Tłįchǫ lands.

18.1.9 Tłįchǫ lands may only be conveyed by the Tłįchǫ Government to

(a) government or a Tłįchǫ community government; or

(b) government or another expropriating authority, in circumstances where that authority could expropriate those lands.

18.1.10 The lands conveyed by the Tłįchǫ Government under 18.1.9 cease to be Tłįchǫ lands and any lands the fee simple title to which is received in exchange that are adjacent to Tłįchǫ lands become Tłįchǫ lands, if the title held by the Tłįchǫ Government includes all the minerals.

18.1.11 18.1.9 shall not be interpreted to prevent the Tłįchǫ Government from granting leases or licences to any person for the use and occupancy of Tłįchǫ lands, or from granting rights to any person to remove natural resources, including minerals, and to own such resources upon removal.

18.1.12 Tłįchǫ lands are not subject to seizure or sale under court order, writ of execution or any other process whether judicial or extra-judicial.

18.1.13 Tłįchǫ lands shall not be mortgaged, charged or given as security.

18.1.14 18.1.12 and 18.1.13 do not apply to any leasehold interest in Tłįchǫ lands or to any mortgage, charge or security granted in respect of such a leasehold interest.

18.1.15 No person may acquire, by prescription, an estate or interest in Tłįchǫ lands.

18.1.16 Subject to chapter 20, any access route across Tłįchǫ lands which is established or improved after the effective date shall, unless the Tłįchǫ Government otherwise agrees, remain Tłįchǫ lands and not be a highway or public road, by operation of law or otherwise.

18.2 SPECIFIED SUBSTANCES

18.2.1 The holder of a mining right listed in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government, has the right to take, use, damage or destroy specified substances in those lands, incidentally in the course of exercising that mining right, but shall, where practicable, exercise such rights so as to minimize interference with the right of the Tłįchǫ Government to work specified substances.

18.2.2 No compensation shall be paid to the Tłįchǫ Government in respect of any specified substances taken, used, damaged or destroyed in accordance with 18.2.1.

18.2.3 Any specified substances taken, used, damaged or destroyed in accordance with 18.2.1 shall be the property of the holder of the mining right referred to in 18.2.1, except that the specified substances that are still on the land that is subject to that mining right when the right terminates become the property of the Tłįchǫ Government.

18.3 CONTAMINATED SITES

18.3.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in Mǫwhì Gogha Dè Nįįtłèè (NWT), the program shall apply to such sites on Tłįchǫ lands that are listed in part 4 of the appendix to this chapter as if the lands were Crown lands.

18.3.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended to include that site.

18.3.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended to include that site.

18.3.4 Government shall be responsible for the costs associated with any clean-up under 18.3.1 on Tłįchǫ lands. This provision shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.

18.3.5 There shall be no compensation payable for damage which may be caused to Tłįchǫ lands as a result of the clean-up of Tłįchǫ lands under 18.3.1.

18.3.6 Government shall not be liable for any loss or damage to a Tłı̨chǫ Citizen, to the Tłı̨chǫ First Nation or to the Tłı̨chǫ Government from contaminated sites on Tłı̨chǫ lands whether or not they are known on the effective date. This provision does not affect any obligation of government under 18.3.1 and 18.3.4.

18.4 BOUNDARIES AND SURVEYS

18.4.1 The Government of Canada shall survey the boundaries of Tłı̨chǫ lands in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* within the time specified in the Implementation Plan.

18.4.2 The Government of Canada shall be responsible for the cost of the survey conducted under 18.4.1.

18.4.3 During the survey conducted under 18.4.1,

(a) those portions of seismic lines and other artificial features used as reference points for the boundaries of Tłı̨chǫ lands shall be monumented by government sufficiently, as determined by the Surveyor General, to define their location; and

(b) natural features used as reference points for boundaries of Tłı̨chǫ lands shall be photographed by government.

18.4.4 Where the map described in part 1 of the appendix to this chapter indicates that a part of a boundary of Tłı̨chǫ lands is defined by reference to natural features but, during the survey conducted under 18.4.1, it is found that the natural features

(a) are not well defined;

(b) do not exist; or

(c) are not located, in relation to other features used as reference points for the boundaries of Tłı̨chǫ lands, where the map indicates they would be,

the Surveyor General shall have the authority, in consultation with the Parties, to mark that part of the boundary on the ground and show it on the plan of survey in a location that reflects as closely as possible the intention of the Parties when the map was finalized.

18.4.5 During the survey conducted under 18.4.1, the Surveyor General, in relation to the boundaries of Tłı̨chǫ lands adjacent to the Yellowknife Highway as shown on NTS mapsheets 85 J/11, 85 J/12, 85 J/13 and 85 K/9 of the map described in part 1 of the appendix to this chapter, need not follow the exact location of the boundaries as shown on that map but shall mark the boundaries on the ground and show them on the plan of survey so that

(a) the boundary on one side of that highway is parallel to the boundary on the other side of the highway;

(b) the two boundaries are 60 metres apart; and

(c) the highway is approximately centred between the two boundaries to the extent practical.

18.4.6 The Tłįchǫ Government shall be responsible for the cost of surveys associated with the leasing and subdivision of Tłįchǫ lands.

18.4.7 Boundaries of Tłįchǫ lands that are defined by reference to natural features shall change with the movements of the natural features as long as these movements are gradual and imperceptible from moment to moment.

18.4.8 Where there is a dispute respecting the boundary of an interest that is listed in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government between the holder of that interest and the holder of an adjacent interest granted by the Tłįchǫ Government, either holder may refer the dispute to the designated representative of the institution from which it received that interest. Where the representative to whom the dispute was referred and the other designated representative agree, a survey shall be conducted in accordance with their agreement. The plan of survey, upon registration under 18.5, replaces any other description of the boundary. The Minister shall, for the purpose of this provision, designate who is the representative of a government institution.

18.4.9 Where a survey is conducted under 18.4.8 for an interest created by an instrument that is registered at the Land Titles Office for the Northwest Territories, the plan of the survey may, if it is signed by the representatives who agreed to it being conducted, signifying their acceptance of the plan, be submitted by one of those representatives to the Registrar of Land Titles for the Northwest Territories for registration. Upon submission of the plan in the required form, the Registrar shall register it.

18.4.10 Where a survey is conducted under 18.4.8, the plan of survey replaces any other description of the boundary of the interests upon registration if the instrument creating the interest is registered, or, in any other case, upon signing by the representatives. The costs of the survey and of the registration of the plan shall be borne equally by the institutions that granted the interests, each of which may recover its costs from the holder of the interest it granted.

18.5 REGISTRATION

18.5.1 The Government of Canada shall submit to the Registrar of Land Titles for the Northwest Territories, for registration, the plan of survey of the boundaries of Tłįchǫ lands prepared under 18.4.1 as soon as possible after the plan has been signed by representatives of the Parties, signifying their acceptance of it. Upon submission of the plan in the required form, the Registrar shall register it.

18.5.2 The Tłįchǫ Government has a right to obtain a certificate of title of Tłįchǫ lands after the plan of survey prepared under 18.4.1 has been registered, upon making a request in the form prescribed by legislation.

18.5.3 Subject to 18.5.4, upon the registration of the plan of survey prepared under 18.4.1, the surveyed boundaries of Tłįchǫ lands replace the description of the boundaries of Tłįchǫ lands shown on the map described in part 1 of the appendix to this chapter, as of the effective date.

18.5.4 The surveyed boundaries of Tłįchǫ lands adjacent to the Yellowknife Highway replace the description of those boundaries as shown on the map described in part 1 of the appendix to this chapter, as of the date of registration of the plan of survey prepared under 18.4.1.

18.6 ADMINISTRATION OF EXISTING RIGHTS AND INTERESTS

18.6.1 Government shall continue to administer the interests listed in part 2 of the appendix to this chapter and any renewals or replacements thereof granted by government under legislation, as if the lands had not become Tłįchǫ lands. Government shall have the power to grant renewals and replacements for those interests under that legislation, as if the lands had not become Tłįchǫ lands, except that, in the case of an interest that is not a mining right, this power does not extend to a renewal or replacement that would authorize an activity of a type or in a location not authorized by the interest renewed or replaced. For greater certainty, any dispute resolution process in the Crown lands legislation continues to apply to interests listed in part 2 of the appendix to this chapter and their renewals and replacements.

18.6.2 Subject to 18.6.5 and 25.2, government may make discretionary decisions respecting an interest referred to in 18.6.1 on the basis of government's resource management policy, including those respecting royalties, rents and other charges.

18.6.3 Government shall be under no fiduciary obligation to the Tłįchǫ First Nation or to the Tłįchǫ Government in the administration under 18.6.1 or in the decision-making under 18.6.2.

18.6.4 Government shall consult the Tłįchǫ Government before changing legislation under which any interests referred to in 18.6.1 were granted.

18.6.5 Government shall notify the Tłįchǫ Government before making any change in any interests referred to in 18.6.1, including a change to the royalties, rents or other charges that apply to them.

18.6.6 Nothing in 18.1.1 or 18.6.1 shall prevent the holder of an interest referred to in 18.6.1 and the Tłįchǫ Government from agreeing to the termination of the interest, with or without a replacement arrangement between the holder and the Tłįchǫ Government.

18.7 ROYALTIES AND NON-REFUNDED RENTS

18.7.1 Any royalties or non-refunded rents received by government, in respect of the period between the date of the Agreement and the effective date, for an interest listed in part 2 of the appendix to this chapter, shall be accounted for by government and an equal amount paid to the Tłı̨chǫ Government as soon as practicable after the effective date.

18.7.2 Any royalties or non-refunded rents received by government in respect of the period after the effective date for an interest listed in part 2 of the appendix to this chapter or for any replacement thereof shall be accounted for by government and an equal amount paid to the Tłı̨chǫ Government as soon as practicable after each calendar year quarter.

18.7.3 Amounts payable by government under 18.7.1 and 18.7.2 and amounts payable to another Aboriginal people under any similar provision in another land claims agreement in the Mackenzie Valley shall not be considered as amounts received by government for the purpose of 25.1.2.

18.8 SHARING OF EXCESS REVENUES FROM TŁĮCHǪ MINERALS

18.8.1 The Tłı̨chǫ Government shall share any excess mineral revenues with the Aboriginal people who have completed land claims agreements in the Mackenzie Valley.

APPENDIX TO CHAPTER 18

PART 1 BOUNDARIES OF TŁĮCHǪ LANDS (18.1.1)

Official Description

The map with the description of the boundaries of Tłı̨chǫ lands is the map, consisting of 88 mapsheets, numbered 1 to 88, initialled by the Chief Negotiators of the Dogrib Treaty 11 Council, the Government of the Northwest Territories and the Government of Canada, and filed in the Land Titles Office, Northwest Territories Registration District on February 6, 2003 as plan number 3780.

Illustrative Map

An illustrative map showing Tłı̨chǫ lands may be found in part 3 of the appendix to chapter 1.

List of Excluded Parcels

Notes: The lists in this part are intended to be a snapshot of the excluded parcels as of the effective date, and are included in this appendix for general information only. The official descriptions of the excluded parcels are referenced on the map filed in the Land Titles Office on February 6, 2003 as plan number 3780.

"LTO" means Land Titles Office, Northwest Territories Registration District.

"NTS" means National Topographic System.

"CLSR" means Canada Lands Surveys Records.

The boundaries of the excluded parcels are described in the following:

A. Certificates of Title registered in the Land Titles Office, Northwest Territories Registration District:

Certificates of Title	Lot	LTO Plan	Tłı̨chǫ Mapsheet	Excluded Parcel	NTS Mapsheet
35152	1001	2378	58	15	85 N/9
35352	1000	2460	59	17	85-O/12
23537	72	381	67	12	85 N/8
35353	1001	2467	67	18	85 N/8
35354	1002	2467	67	19	85 N/8
46165	1006	2468	67	20	85 N/8

Certificates of Title	Lot	LTO Plan	Tłı̨chǫ Mapsheet	Excluded Parcel	NTS Mapsheet
49824	1005	2476	67	21	85 N/8
35151	1001	2379	68	13	85-O/5
35150	1000	2379	68	14	85-O/5
20620	12	94	87	11	85 J/12

B. mining leases filed in the Mining Recorders Office, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

Lease	Lot	CLSR Plan	Tłı̨chǫ Mapsheet	Excluded Parcel	NTS Mapsheet
3206	1000	69892	26	8	86 B/5
3472	1002	78298	26	8	86 B/5
3037	1000	67592	47	4	85 N/15
3072	1000	67779	78	6	85-O/4
3165	1002	69291	78	7	85-O/4
3671	1000	79618	79	5	85-O/3

C. mining claims recorded in the Mining Recorders Office, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

Claims	Tłı̨chǫ Mapsheet	Excluded	NTS Mapsheet
F18965; F18966; F28905; F28906;	57	3	85 N/10
F62482; F67697	67	1	85 N/8
F50124; F52741; F58976	67	2	85 N/8
77037; 77038; 77039; 77040; 77041; 77042; 77043; 77044; 77045; 77046; 77053; 77054; 77055; 77056; 77057; 77058;	77	9	85 N/1
F49075; F58261; F58262	79	5	85-O/3

D. Tłįchǫ mapsheets:

Site Name	Tłįchǫ Mapsheet	Excluded Parcel	NTS Mapsheet
Rayrock Mine Site	66	16	85 N/7
Goldcrest Mine Site	39	22	86 B/3
Goldcrest Mine Site	40	22	86 B/2
Goldcrest Mine Site	50	22	85-O/14
Goldcrest Mine Site	51	22	85-O/15
Norris Lake Site	37	23	86 C/1
Norris Lake Site	38	23	86 B/4
Norris Lake Site	48	23	85 N/16
Norris Lake Site	49	23	85-O/13
Sun-Rose Claim	77	24	85 N/1
Horn Plateau / Marian Lake Site	66	25	85 N/7
Beaverlodge Lake	10	26	86 D/9

PART 2 EXISTING INTERESTS (9.2.1; 18.1.1; 18.1.4; 18.1.5; 18.1.6; 18.2.1; 18.6.1; 18.7.1; 18.7.2; 19.3.1)

Notes: The lists in this part are intended to be a snapshot of the existing interests as of the effective date.

"NTS" means National Topographic System.

"CLSR" means Canada Lands Surveys Records.

The existing interests are described in the following:

A. documents on file with Land Administration, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

File	Document
85J/7-16	85 J/7-16-2
85J/10-6	85 J/10-6-5
85 J/11-4	85 J/11-4-2
85 J/13-3	85 J/13-3-7
85 J/13-4	85 J/13-4-14

File	Document
85K9 - 21	85 K/9-21-5
85 K/16-1	3050
85N/5-3	85 N/5-3-2
85N/8-6	85 N/8-6-4
85 N/8-10	85 N/8-10-2
85 N/14-2	85 N/14-2-2
85 N/15-1	85 N/15-1-3
86A/7-2	86 A/7-2-3
86A/14-1	86 A/14-1-2

B. mining leases filed in the Mining Recorders Office, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

Lease	CLSR Plan	NTS Mapsheet
3884	83820	85-O/3
3801	82688	86 B/5
3673	80286	85-O/4
3409	68444	86 B/12
3408	68915	86 B/12
3216	70020MC	86 B/3
3214	70018MC	86 B/3
3210	70638MC	86 B/3
3164	68914	86 B/12

C. mining claims recorded in the Mining Recorders Office, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife:

Claim	NTS Mapsheet
F15351	85-O/6; 85-O/7
F18103	85-O/14
F18822	85-O/14
F19148	85-O/14

Claim	NTS Mapsheet
F19151	85-O/14
F19152	85-O/14
F19153	85-O/14
F19154	85-O/14
F19155	85-O/14
F25538	86 B/3
F25539	86 B/3
F25542	85-O/14
F25543	85-O/14
F30004	86 B/1
F30011	86 A/6
F30012	86 A/5; 86 A/6
F30013	86 A/5
F30014	86 A/5
F30015	86 A/5
F30016	86 A/5
F30017	86 A/5
F30018	86 A/5
F30019	86 A/4; 86 A/5
F30020	86 A/4; 86 A/5
F30021	86 A/4; 86 A/5
F30022	86 A/4; 86 A/5
F30023	86 A/4; 86 A/5
F30024	86 A/4; 86 A/5
F30025	86 A/3; 86 A/4; 86 A/5; 86 A/6
F30026	86 A/3; 86 A/6
F30027	86 A/5
F30028	86 A/5
F30039	86 A/4; 86 A/5
F30040	86 A/4; 86 A/5
F30041	86 A/4; 86 A/5
F30042	86 A/4; 86 A/5

Claim	NTS Mapsheet
F30047	86 A/4
F30048	86 A/4
F30049	86 A/4
F30050	86 A/4
F30051	86 A/4
F30052	86 A/4
F30053	86 A/4
F30054	86 A/4
F30055	86 A/4
F30056	86 A/4
F30057	86 A/3; 86 A/4
F30058	86 A/3
F30060	86 A/3; 86 A/4
F30061	86 A/4
F30062	86 A/4
F30063	86 A/4
F30064	86 A/4
F30065	86 A/4
F30066	86 A/4
F30067	86 A/4
F30068	86 A/4
F30069	86 A/4
F30070	86 A/4
F30071	86 B/1
F30075	86 B/1
F30076	86 B/1
F30077	86 B/1
F30078	86 B/1
F30079	86 A/4
F30080	86 A/4
F30081	86 A/4
F30082	86 A/4

Claim	NTS Mapsheet
F30103	86 B/1
F30602	86 A/6
F30603	86 A/6
F30605	86 A/6
F30606	86 A/6
F30607	86 A/6
F30612	86 A/6
F30613	86 A/6
F30614	86 A/6
F30615	86 A/6
F30616	86 A/6
F31537	86 B/3
F35290	86 B/3
F36821	86 B/3
F36848	86 B/3
F36850	86 B/3
F36865	86 B/3
F37671	85-O/14
F38333	86 C/2
F38334	86 C/3
F39146	86 C/3
F39285	85-O/11
F39299	85-O/6
F39519	85 N/9
F39727	85 N/9
F39728	85-O/13
F39729	85 N/9
F39733	85-O/13
F39736	85-O/12
F41639	85-O/14
F41640	85-O/14
F41642	85-O/14

Claim	NTS Mapsheet
F42068	85 N/9
F42334	85-O/14
F42345	86 B/3
F42466	86 A/7
F42469	86 A/9; 86 A/10
F42471	86 A/8
F42754	85-O/14
F45704	86 B/3
F45705	86 B/3
F45706	86 B/3
F45707	86 B/3
F45712	86 B/3
F45713	86 B/3
F45725	86 B/3
F45726	86 B/3
F47363	85-O/8
F48984	85-O/6
F48998	85-O/6
F48999	85-O/6
F49000	85-O/6; 85-O/7
F49001	85-O/7
F49002	85-O/7
F49003	85-O/6; 85-O/7
F49004	85-O/6
F49005	85-O/6
F49006	85-O/6
F49007	85-O/6
F49081	85-O/11
F49101	85 N/10
F49154	85 N/10; 85 N/15
F49155	85 N/15
F49156	85 N/15

Claim	NTS Mapsheet
F49159	85 N/10
F49161	85 N/10
F49494	85 N/10; 85 N/11
F49495	85 N/10
F49496	85 N/10
F49497	85 N/10
F49499	85 N/10
F49500	85 N/10
F49503	85 N/10
F49504	85 N/10
F49508	85 N/7; 85 N/10
F49509	85 N/10; 85 N/15
F49511	85 N/7
F49625	85 N/10; 85 N/11
F50155	85 N/10
F50159	85 N/10
F50932	85-O/6; 85-O/7
F51391	85 N/10
F51392	85 N/10
F51393	85 N/10
F51395	85 N/7
F51396	85 N/7
F51397	85 N/7; 85 N/10
F52707	85-O/6
F52725	85-O/6
F53461	85-O/11
F53462	85-O/7
F53491	85-O/3
F53493	85-O/3
F53529	85-O/7
F53624	85 C/7
F54476	85-O/7

Claim	NTS Mapsheet
F55377	85-O/11; 85-O/14
F55380	85-O/12
F55381	85-O/14
F55382	85-O/14
F55383	85-O/11; 85-O/14
F55384	85-O/11
F55385	85-O/11
F58120	85-O/10
F58150	85 N/10
F58151	85 N/10
F58152	85 N/10
F58259	85 N/10
F59226	85 N/10
F59360	85 N/10
F59361	85 N/10
F59373	85 N/15
F59384	85 N/15
F59385	85 N/11; 85 N/14
F59433	86 A/7
F59435	86 A/7
F59436	86 A/7
F59437	86 A/7
F59438	86 A/7
F59439	86 A/7
F59440	86 A/7
F59441	86 A/7
F59442	86 A/7; 86 A/8
F59443	86 A/7; 86 A/8
F59444	86 A/7; 86 A/8
F59445	86 A/7; 86 A/8
F59446	86 A/8

Claim	NTS Mapsheet
F59447	86 A/8
F60051	86 B/3
F61751	85 N/15
F61756	85 N/15
F61757	85 N/15
F61758	85 N/15
F62399	85-O/6
F62403	85-O/6
F62408	85-O/7
F62409	85-O/7
F62410	85-O/7
F62424	85-O/7
F64641	85-O/7
F64642	85-O/7
F64643	85-O/7
F64644	85-O/7
F64645	85-O/7
F64646	85-O/7
F64647	85-O/7
F64648	85-O/7
F64649	85-O/7
F64650	85-O/7
F64651	85-O/7
F64652	85-O/7
F64653	85-O/7
F64654	85-O/7
F64655	85-O/7
F64660	85-O/7
F64661	85-O/7
F64662	85-O/7
F64663	85-O/7

Claim	NTS Mapsheet
F64664	85-O/7; 85-O/10
F64686	85-O/10
F64687	85-O/10
F64688	85-O/10
F64689	85-O/10
F64692	85-O/10
F64693	85-O/10
F64694	85-O/10
F64696	85-O/10
F64697	85-O/10
F64780	85-O/11
F64802	85-O/5; 85-O/12
F66503	85-O/7
F66504	85-O/7
F66505	85-O/7
F66506	85-O/7
F66509	85-O/7
F66697	85-O/7
F66698	85-O/7
F66699	85-O/7
F66799	85-O/7
F66800	85-O/7
F66868	85-O/7
F66869	85-O/7
F68725	85-O/7
F68726	85-O/7
F68764	85-O/7
F68765	85-O/6; 85-O/7
F68766	85-O/6
F68767	85-O/6
F68768	85-O/6

Claim	NTS Mapsheet
F68769	85-O/6
F68770	85-O/7
F68803	85-O/10
F68846	86 A/7
N89390	86 B/12
N89391	86 B/12

D. easement for Northwest Territories Power Corporation transmission line to Snare Rapids as shown on CLSR Plans numbered 41834, 41835, 41836, 41837, 42176 and 42177.

PART 3 NEW INTERESTS WITH TŁĮCHǪ GOVERNMENT (18.1.2; 18.1.3)

Note: "LTO" means Land Titles Office, Northwest Territories Registration District.

The interests that may be granted under 18.1.2 are:

A. the following agreements with the Northwest Territories Power Corporation:

Lease of Lot 1000, Quad 85N/9, LTO Plan 2289
Interplant Powerline Easement
Interplant Roadway Easement
Inundation Easement
Spillway Road and Powerline Agreement

B. leases with the Government of the Northwest Territories in respect of the areas described in documents 85 K/9-23-2, 85 N/14-1-2 and 85 N/15-2-2 on files numbered 85 K/9-23, 85 N/14-1 and 85 N/15-2 respectively with Land Administration, Department of Indian Affairs and Northern Development, Government of Canada, in Yellowknife.

PART 4 CONTAMINATED SITES (18.3.1; 18.3.2; 18.3.3)

Notes: The list in this part is intended to be a snapshot of the existing contaminated sites as of the effective date.

The geographic coordinates are based upon North American Datum of 1927 and are expressed in degrees, minutes and seconds.

Site Name	Latitude	Longitude
Matteberry/Indin/Little Martin	64° 16' 00"N	115° 47' 00"W
Marian/Mayleer Lake	63° 27' 00"N	116° 34' 00"W
Wijinnedi Lake	63° 52' 00"N	115° 15' 00"W

CHAPTER 19

ACCESS TO TŁĮCHǪ LANDS

19.1 GENERAL

19.1.1 Except as provided in this chapter, or by the law of Canada that applies to lands held in fee simple, persons who are not Tłįchǫ Citizens may only enter, cross or stay on Tłįchǫ lands and waters overlying such lands with the agreement of the Tłįchǫ Government. Any person, other than a person exercising rights under 19.5.1 or 19.5.4, who contravenes any provision of this chapter shall be considered to be a trespasser.

19.1.2 Unless otherwise provided in an agreement with the Tłįchǫ Government, persons exercising a right of access to Tłįchǫ lands and waters overlying such lands do so at their own risk and have no right of action against the Tłįchǫ Government, the Tłįchǫ First Nation or a Tłįchǫ Citizen for loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by the Tłįchǫ Government, the Tłįchǫ First Nation or any Tłįchǫ Citizen.

19.1.3 Where a person has a right of access under more than one provision in this chapter, that person may have access pursuant to the least restrictive applicable provision.

19.1.4 The rights provided in this chapter are subject to any restrictions or prohibitions established by or under legislation or by or under Tłįchǫ laws imposing conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3 or conditions established in accordance with chapter 6 where that process is expressly provided for by this chapter.

19.1.5 Subject to restrictions that may be imposed under the Agreement or legislation, a person may exercise a right of access by any mode of transport.

19.1.6 Unless otherwise provided in an agreement with the Tłįchǫ Government, the exercise of the rights of access under 19.2.1, 19.4.1, 19.4.5 and 19.5.1 is subject to the condition that the person exercising the right of access

(a) does not cause any significant damage to Tłįchǫ lands, and is responsible for any such damage;

(b) does not commit any mischief on Tłįchǫ lands; and

(c) does not significantly interfere with the use and peaceable enjoyment of Tłįchǫ lands by a Tłįchǫ Citizen or the Tłįchǫ First Nation.

19.1.7 Except for compensation payable for significant damage under 19.1.6(a), and unless otherwise provided by legislation enacted after consultation with the Tłįchǫ Government, there shall be no rental, fee, charge or other compensation payable for the exercise of the rights of access under 19.2.1, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, !9.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1 and 19.8.2 or for any cost incurred by the Tłįchǫ Government in relation to the access.

19.1.8 The Tłįchǫ Government may not establish conditions for the exercise of access rights under this chapter, except conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3 or conditions established in accordance with chapter 6 where that process is expressly provided for by this chapter. This provision is not intended to restrict the establishment of any conditions agreed to by a person to whom such conditions would apply.

19.1.9 Subject to 19.1.10 and 19.1.11, the Tłįchǫ Government may establish conditions for the exercise of access rights under 19.2.1, 19.4.1, 19.4.5, 19.5.1, 19.8.1 or 19.8.2 that are agreed to by government or, failing such agreement, that are established in accordance with chapter 6. Where government and the Tłįchǫ Government do not reach agreement on the establishment of a proposed condition, the Tłįchǫ Government may refer the dispute for resolution in accordance with chapter 6.

19.1.10 Conditions established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, may only consist of

(a) the identification of specific areas or locations, seasons of the year or times of the day in respect of which the access rights may not be exercised in order to
  (i) protect the environment,
  (ii) avoid conflict with harvesting by the Tłįchǫ Citizens or with other uses of the land by the Tłįchǫ Citizens,
  (iii) conserve wildlife or wildlife habitat, or
  (iv) protect Tłįchǫ communities or camps; or

(b) requirements for notice or registration by persons exercising the access rights.

19.1.11 Conditions may not be established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, for the exercise of access rights in relation to law enforcement, investigations or inspections under the law of Canada.

19.2 NON-COMMERCIAL ACCESS

19.2.1 Subject to 19.1.6, 19.1.9 and 19.2.2 to 19.2.5, any person has a right of access to Tłįchǫ lands and waters overlying such lands.

19.2.2 The right of access under 19.2.1 does not include the right to engage in any commercial activity or to establish any permanent or seasonal camp or structure on Tłįchǫ lands.

19.2.3 Subject to 10.1.1(b), to Tłįchǫ laws that also apply to Tłįchǫ Citizens and to legislation, a person exercising the right of access under 19.2.1 may harvest wildlife, trees and plants.

19.2.4 Except where 19.2.5 applies, if the right of access under 19.2.1 is exercised for the purpose of reaching adjacent lands or waters to exercise a right, interest or privilege on those adjacent lands or waters, such as to go to or from a place of work or to or from a place of recreation, it shall, where practicable, take place

(a) upon prior notice to the Tłı̨chǫ Government;

(b) on a route identified for that purpose by the Tłı̨chǫ Government in accordance with any restrictions specified by it; or

(c) on a route being used for such access on a regular basis, whether year round or intermittently, if the exercise of such access does not cause significant alteration in the use of the route.

19.2.5 Where, in the course of exercising the right of access under 19.2.1, a person enters or leaves a Tłı̨chǫ community, that person shall, to the extent possible, use a route that is being used for such access on a regular basis, whether year round or intermittently, and shall not cause significant alteration in the use of the route.

19.2.6 Any person may access Tłı̨chǫ lands and waters overlying such lands without prior notice in an emergency.

19.3 EXISTING RIGHTS AND INTERESTS

19.3.1 Subject to 19.3.3, the holder of an interest in an excluded parcel listed in part 1 of the appendix to chapter 18 or the holder of an interest listed in part 2 of the appendix to chapter 18, including a renewal or replacement, has a right of access to Tłı̨chǫ lands and waters overlying such lands to allow the exercise of that interest.

19.3.2 Subject to 19.3.3, the holder of a land use permit granted by the Mackenzie Valley Land and Water Board before the effective date has a right of access to Tłı̨chǫ lands and waters overlying such lands to allow the exercise of that permit.

19.3.3 Where the exercise of the right of access under 19.3.1 or 19.3.2 involves any activity of a type or in a location not authorized at the effective date, the exercise of that right of access is subject to the agreement of the Tłı̨chǫ Government or, failing such agreement, to conditions established in accordance with chapter 6. Where the person with the right of access and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

19.3.4 The rights of access under 19.3.1 and 19.3.2 extend to any employee, client or guest of the holder of the right or interest.

19.4 COMMERCIAL ACCESS

19.4.1 Subject to 19.1.6, 19.1.9, 19.4.2 and 19.4.3, any person has, for travel by water in the course of conducting a commercial activity, a right of access to

(a) any navigable river that overlies Tłı̨chǫ lands and any other navigable water body that overlies Tłı̨chǫ lands where the other water body can be entered from a navigable river;

(b) portages on Tłı̨chǫ lands associated with a navigable river or other navigable water body that can be entered from a navigable river; and

(c) Tłı̨chǫ lands that are waterfront lands.

19.4.2 The right of access under 19.4.1 must be exercised using the most direct route and by minimizing use of the portages and waterfront lands.

19.4.3 The right of access under 19.4.1 to portages on Tłı̨chǫ lands and to Tłı̨chǫ lands that are waterfront lands

(a) is subject to prior notice being given to the Tłı̨chǫ Government; and

(b) does not include the right to engage in any commercial activity, other than an activity that is necessarily incidental to travel, or to establishing any permanent or seasonal camp or structure.

19.4.4 Where a person is unable to comply with the conditions set out in 19.1.6, 19.4.2 and 19.4.3, that person has a right of access to the places listed in 19.4.1 for the purpose of travelling by water in the course of conducting a commercial activity, with the agreement of the Tłı̨chǫ Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

19.4.5 Subject to 19.1.6 and 19.1.9, any person who requires access to Tłı̨chǫ lands or to waters overlying such lands to reach adjacent lands or waters for commercial purposes has a right to such access provided that

(a) the access is of a casual and insignificant nature and prior notice is given to the Tłı̨chǫ Government; or

(b) the route is being used for such access on a regular basis, whether year round or intermittently and the exercise of such access does not result in a significant alteration in the use of the route.

19.4.6 Subject to 19.4.7 and 19.4.8, where a person is unable to comply with the conditions applicable to the right of access under 19.4.5, that person has a right of access to Tłı̨chǫ lands or to waters overlying such lands to reach adjacent lands or waters for a commercial purpose with the agreement of the Tłı̨chǫ Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.

19.4.7 Failing agreement with the Tłı̨chǫ Government, a person shall not exercise the right of access under 19.4.6 unless that access has been established in accordance with chapter 6 as being reasonably required.

19.4.8 Any conditions for access under 19.4.6 established in accordance with chapter 6 shall ensure that such access is by a suitable route least harmful to the Tłı̨chǫ First Nation and Tłı̨chǫ Citizens.

19.5 GOVERNMENT ACCESS

19.5.1 Subject to 19.1.6, 19.1.9 and 19.5.2, agents, employees, contractors of government, members of the Canadian Forces and peace officers have a right of access to Tłı̨chǫ lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out duties under the law of Canada and to respond to emergencies. Government shall give prior notice of such access to the Tłı̨chǫ Government when it is reasonable to do so.

19.5.2 Except as provided by 19.5.3, 19.5.9 or 19.8.1, if government requires the continuous use or occupancy of Tłı̨chǫ lands for more than two years, the Tłı̨chǫ Government may require government to acquire an interest in the lands for that purpose by agreement or under chapter 20.

19.5.3 Government may establish, on Tłı̨chǫ lands, after consultation with the Tłı̨chǫ Government prior to the start of a navigation season, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device does not exceed

(a) two hectares, for range markers and buoy transits; or

(b) 0.1 hectare, for single beacons.

19.5.4 The Department of National Defence and the Canadian Forces have a right of access to Tłı̨chǫ lands and waters overlying such lands for military manoeuvres with the agreement of the Tłı̨chǫ Government or, failing agreement, on conditions established in accordance with chapter 6. Where the Minister of National Defence and the Tłı̨chǫ Government do not reach agreement on conditions for the exercise of that right of access, the Minister of National Defence may refer the dispute for resolution in accordance with chapter 6, but that Department and those Forces may not exercise it until the dispute has been resolved.

19.5.5 Nothing in 19.5.4 is intended to limit the authority of the Minister of National Defence under section 257 of the *National Defence Act*, R.S. 1985, c. N-5.

19.5.6 Any person authorized under legislation to provide to the public electrical power, telecommunications services or similar public utilities, other than pipelines for the transmission of hydrocarbons, shall have a right of access to Tłı̨chǫ lands and waters overlying such lands to carry out assessments, surveys and studies in relation to the proposed services, provided they consult with the Tłı̨chǫ Government prior to exercising such right.

19.5.7 Unless otherwise provided in an agreement with the Tłı̨chǫ Government, where access under 19.5.6 results in damage to Tłı̨chǫ lands or interference with the use of and peaceable enjoyment of Tłı̨chǫ lands by the Tłı̨chǫ First Nation or a Tłı̨chǫ Citizen, the person exercising the right shall, notwithstanding 19.1.7, compensate the Tłı̨chǫ Government, in the case of damage to Tłı̨chǫ lands, or the Tłı̨chǫ Citizens whose use or peaceable enjoyment has been interfered with in an amount agreed to by the Tłı̨chǫ Government and that person or, failing such agreement, in an amount determined in accordance with chapter 6. Where the person with the right of access under 19.5.6 and the Tłı̨chǫ Government do not reach agreement on the amount of compensation offered, the Tłı̨chǫ Government may refer the dispute for resolution in accordance with chapter 6.

19.5.8 A Tłı̨chǫ community government has a right of access, with the agreement of the Tłı̨chǫ Government or, failing agreement, on terms established in accordance with chapter 6, to locate, maintain and operate, on Tłı̨chǫ lands, water intake facilities for the purpose of providing water for community purposes. For greater certainty, this right of access includes the right to use waters overlying Tłı̨chǫ lands for that purpose. Where the Tłı̨chǫ community government and the Tłı̨chǫ Government do not reach agreement on the terms of this right of access, the Tłı̨chǫ community government may refer the matter for resolution in accordance with chapter 6.

19.5.9 Government may establish stream gauges and fuel caches, on Tłı̨chǫ lands, after consultation with the Tłı̨chǫ Government.

19.6 ACCESS TO CLEAN UP CONTAMINATED SITES

19.6.1 Where the clean-up under 18.3.1 of a contaminated site on or surrounded by Tłı̨chǫ lands is conducted by government or by a person, including the Tłı̨chǫ Government, under contract with or funded by government, the government or person conducting the clean-up shall, for that purpose, have a right of access to the Tłı̨chǫ lands and waters overlying such lands and a right to use specified substances or other natural resources on Tłı̨chǫ lands to the extent necessary to conduct the clean-up.

19.6.2 There shall be no rental, fee, charge or other compensation payable for the exercise of the right of access or for the use of specified substances or other natural resources under 19.6.1 or for any cost incurred by the Tłı̨chǫ Government in relation to the resources or access.

19.7 ACCESS TO CONSTRUCTION MATERIALS

19.7.1 Subject to 19.7.2, the Tłı̨chǫ Government shall provide, to any person, government or a Tłı̨chǫ community government, supplies of, and permit access to, sand, gravel, clay and other like construction materials on Tłı̨chǫ lands and shall permit that person or government access to Tłı̨chǫ lands for the purpose of obtaining such supplies.

19.7.2 The Tłı̨chǫ Government is not obliged to supply materials under 19.7.1 where the materials are to be used on lands other than Tłı̨chǫ lands unless there is no alternative source of supply reasonably available in an area closer to those other lands.

19.7.3 Subject to 19.7.4, the Tłı̨chǫ Government is entitled to be paid for the value of materials supplied under 19.7.1 and for the exercise of access under that provision.

19.7.4 The Tłı̨chǫ Government is not entitled to be paid for materials supplied or the exercise of access under 19.7.1 or for any cost incurred by the Tłı̨chǫ Government in relation to those materials or for the access if the materials are to be used, for a public purpose, on Tłı̨chǫ lands or in a Tłı̨chǫ community or for a public road bordering Tłı̨chǫ lands or a Tłı̨chǫ community.

19.7.5 If the government or the person seeking the supply of the materials under 19.7.1 and the Tłı̨chǫ Government do not agree on a condition respecting the supply of, or access to, the materials or on the application of 19.7.2 or 19.7.4, the government or person may refer the matter for resolution in accordance with chapter 6.

19.7.6 Any conflict between the use of construction materials by a person, government or Tłı̨chǫ community government under 19.7.1 and the use of construction materials by the Tłı̨chǫ Government or Tłı̨chǫ Citizens, may be referred by that person, government, the Tłı̨chǫ community government or the Tłı̨chǫ Government for resolution in accordance with chapter 6.

19.8 ACCESS TO WINTER ROADS

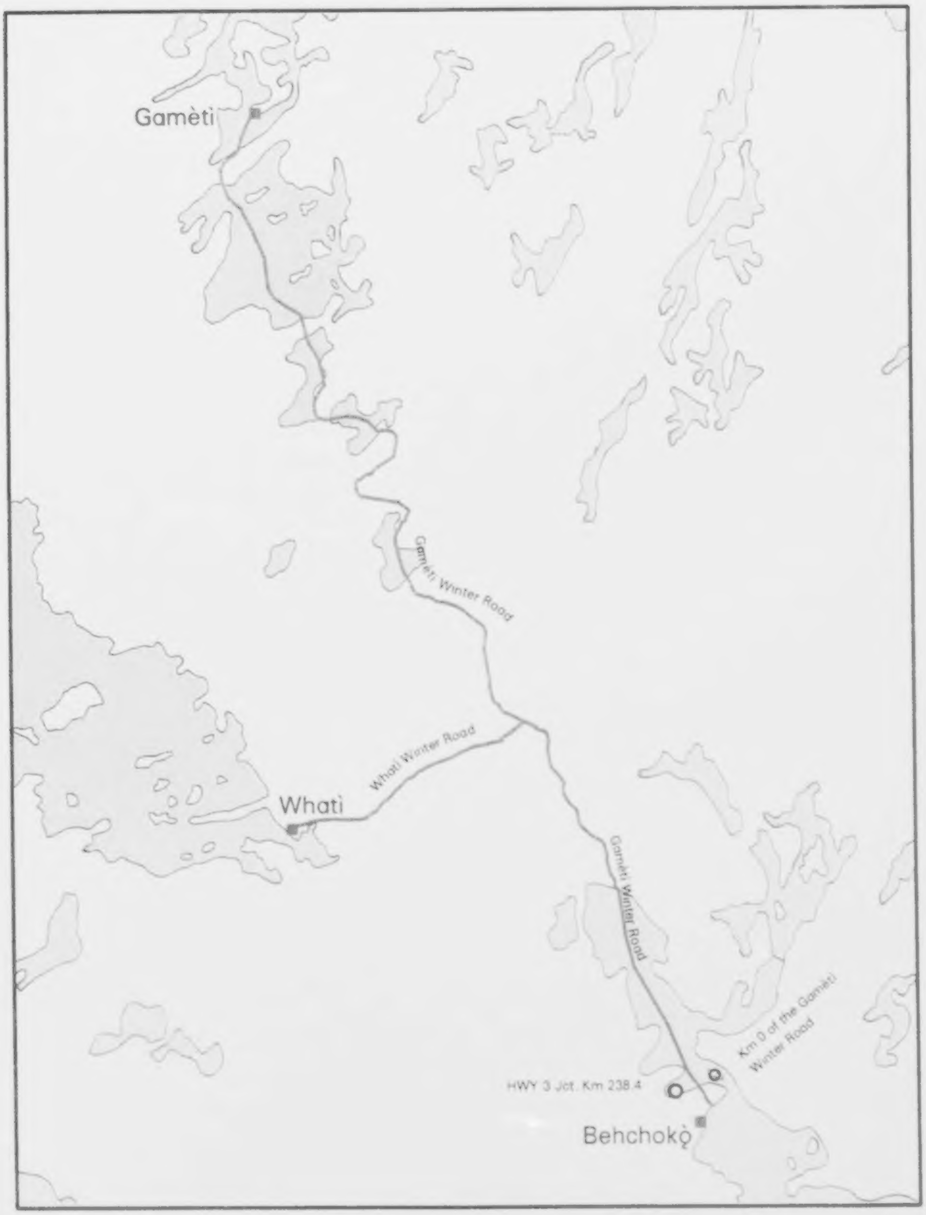
19.8.1 Subject to 19.1.9, agents, employees and contractors of the Government of the Northwest Territories have a right of access without charge to Tłįchǫ lands and waters overlying those lands, for the purpose of establishing and building the Gamètì and Whatì winter roads whose approximate locations are shown on the map in the appendix tc this chapter and for the purpose of managing, controlling, varying and closing up those roads.

19.8.2 Subject to 19.1.9, any person has a right to travel on the winter roads referred to 19.8.1 in accordance with territorial legislation in respect of public highways.

19.8.3 Territorial legislation in respect of public highways apply to the winter roads referred to in 19.8.1 as if they were Crown lands. In the event that there is a conflict between territorial legislation in respect of public highways and laws of the Tłįchǫ Government, the territorial legislation in respect of public highways prevails to the extent of the conflict.

APPENDIX TO CHAPTER 19

MAP SHOWING APPROXIMATE LOCATION OF GAMÈTÌ AND WHATÌ WINTER ROADS (19.8.1)


Gamètì
Gamètì Winter Road
Whatì Winter Road
Whatì
Gamètì Winter Road
Km 0 of the Gamètì Winter Road
HWY 3 Jct. Km 238.4
Behchokǫ̀

CHAPTER 20

EXPROPRIATION OF TŁĮCHǪ LANDS

20.1 GENERAL PRINCIPLE

20.1.1 It is of fundamental importance to maintain the quantum and integrity of Tłįchǫ lands. Therefore, as a general principle, such lands shall not be expropriated, but if expropriation is necessary, the minimum interest required shall be taken.

20.2 GENERAL

20.2.1 Before proceeding with expropriation of Tłįchǫ lands, an expropriating authority shall discuss with the Tłįchǫ Government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.

20.2.2 Tłįchǫ lands may be expropriated by an expropriating authority in accordance with legislation as modified by the provisions of this chapter.

20.2.3 Nothing in this chapter is intended to eliminate or duplicate any legislative requirement for a public hearing or inquiry into the necessity of an expropriation.

20.3 CONSENT

20.3.1 Expropriation of Tłįchǫ lands shall require the consent of the Governor in Council where expropriation is under an Act of Parliament, or the Executive Council of the Government of the Northwest Territories where expropriation is under an Act of the Northwest Territories. The Governor in Council or the Executive Council, as the case may be, shall consider the principle in 20.1.1 and shall not give such consent unless the Governor in Council or the Executive Council, as the case may be, is satisfied that there is no other reasonable alternative to the expropriation.

20.3.2 Notice of the intention of an expropriating authority to seek the consent of the Governor in Council or the Executive Council, as the case may be, shall be given to the Tłįchǫ Government by the expropriating authority.

20.4 COMPENSATION

20.4.1 An expropriating authority shall offer, as compensation for Tłįchǫ lands, alternative lands wholly in Wek'èezhìı that are of equivalent significance and value as the expropriated lands, that are available and that are adjacent to Tłįchǫ lands. Where the expropriating authority offers alternate lands the subsurface of which is held by government, government shall provide the subsurface.

20.4.2 Subject to 20.4.3, to the extent the expropriating authority has no alternative lands as described in 20.4.1 or the Tłı̨chǫ Government does not accept the offer of such lands, compensation shall be in money. Compensation may be a combination of such lands and money.

20.4.3 Where an expropriating authority has no alternative lands as described in 20.4.1, government shall provide lands to the expropriating authority by sale or otherwise providing that government has lands that are wholly in Wek'èezhìı, that are available and that are adjacent to Tłı̨chǫ lands.

20.4.4 For the purpose of 20.4.1, land is not available to be provided as alternative lands if it is

(a) subject to a lease or an agreement for sale unless the expropriating authority and the person holding that interest consent;

(b) occupied or used by the expropriating authority or a Tłı̨chǫ community government or required for such future occupation or use;

(c) part of a public road;

(d) within 31 metres of a boundary of Wek'èezhìı; or

(e) for any other reason considered unavailable by an arbitrator under 6.5 or arbitration committee under 6.8.

20.4.5 For the purpose of 20.4.3, land held by government is not available to be provided as alternative lands if it is

(a) subject to an agreement for sale or a lease unless government and the person holding that interest consent;

(b) occupied or used by government or a Tłı̨chǫ community government or required for such future occupation or use; or

(c) land described in 20.4.4(c), (d) or (e).

20.4.6 The expropriating authority or government shall, when offering alternative lands to the Tłı̨chǫ Government, identify any existing third party rights or interests.

20.4.7 In determining the value of Tłı̨chǫ lands for the purpose of compensation or the value of alternative lands, the value of the lands for the purpose of harvesting of wildlife and the cultural or other special value to the Tłı̨chǫ First Nation shall be taken into account.

20.4.8 In the event the Tłı̨chǫ Government and the expropriating authority do not agree on compensation for Tłı̨chǫ lands, the matter shall be referred for resolution in accordance with chapter 6.

20.4.9 The arbitrator under 6.5 or the arbitration committee under 6.8 may make an award of alternative land described in 20.4.1 if accepted by the Tłı̨chǫ Government, of money or of any combination thereof and, where appropriate, of costs and interest.

20.4.10 Any lands, the fee simple title to which is expropriated under this chapter, shall no longer be Tłı̨chǫ lands even where not all of the minerals are expropriated. Alternative lands, the fee simple title to which is acquired by the Tłı̨chǫ Government under this chapter, if the lands are adjacent to Tłı̨chǫ lands and if the title held by the Tłı̨chǫ Government includes all the minerals, become Tłı̨chǫ lands. The title held by the Tłı̨chǫ Government in alternative lands that are Tłı̨chǫ lands shall be subject to any interests of any third party that exist at the date the lands vest in the Tłı̨chǫ Government and in respect of which the Tłı̨chǫ Government has been notified by that date. When the lands become Tłı̨chǫ lands, part 2 of the appendix to chapter 18 shall be deemed to include such interests.

20.4.11 Where Tłı̨chǫ lands which have been expropriated are, in the opinion of the expropriating authority, no longer required, the Tłı̨chǫ Government may reacquire such lands at a price to be established by the expropriating authority. The expropriating authority may not dispose of the lands for a price less than that at which they were offered to the Tłı̨chǫ Government.

20.4.12 Lands reacquired by the Tłı̨chǫ Government under 20.4.11 shall, if government agrees and the title held by the Tłı̨chǫ Government includes all the minerals, become Tłı̨chǫ lands.

20.4.13 Where government and the Tłı̨chǫ Government agree, the determination of the amount of compensation to be paid for expropriated land may be deferred, but when this determination is made, it shall be based on the value of the expropriated land at the time it was expropriated.

20.5 PUBLIC ROADS

20.5.1 Notwithstanding 20.4 and any legislation, government may expropriate Tłı̨chǫ lands in accordance with 20.1 to 20.3 for use as a public road without compensation to the Tłı̨chǫ Government.

20.5.2 No lands expropriated under 20.5.1 may be used for any purpose other than a public road without the payment of compensation in accordance with 20.4.

20.5.3 Any dispute between government and the Tłı̨chǫ Government as to the location of a public road for which Tłı̨chǫ lands are to be expropriated under 20.5.1 may be referred by a Party for resolution in accordance with chapter 6.

20.5.4 Where any lands expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.9 are no longer needed for a public road, government shall grant back to the Tłı̨chǫ Government the fee simple interest in those lands and those lands become Tłı̨chǫ lands.

20.5.5 The amount of land expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.9 and not granted back to the Tłįchǫ Government under 20.5.4 shall not exceed, at any time, 150 square kilometres.

CHAPTER 21

WATER RIGHTS AND MANAGEMENT

21.1 GENERAL

21.1.1 The use of water and the deposit of waste in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) are subject to legislation.

21.1.2 The property in water in Wek'èezhìı may be determined by legislation, and nothing in the Agreement shall be construed as granting the Tłı̨chǫ Government, a Tłı̨chǫ Citizen or the Tłı̨chǫ First Nation property rights in respect of water.

21.2 TŁĮCHǪ RIGHTS

21.2.1 Subject to the other provisions of the Agreement, the Tłı̨chǫ First Nation has the exclusive right to use or deposit waste in waters which are on or flow through Tłı̨chǫ lands when such waters are on or flowing through Tłı̨chǫ lands. This does not prevent persons who are not Tłı̨chǫ Citizens from using such waters or from depositing waste in such waters with the consent of the Tłı̨chǫ Government.

21.2.2 For greater certainty, any condition on the use of waters or the deposit of waste in waters which are on or flow through Tłı̨chǫ lands that is imposed under legislation, including by an authorization issued by the Wek'èezhìı Land and Water Board, prevails over any conflicting condition imposed by the Tłı̨chǫ First Nation or the Tłı̨chǫ Government by or under any authority recognized in the Agreement, including Tłı̨chǫ laws.

21.2.3 Subject to any use of water, deposit of waste or activity referred to in 21.3.2 or 21.3.3 that is authorized by law, including by an authorization issued by the Wek'èezhìı Land and Water Board or by another competent water authority, the Tłı̨chǫ First Nation has the right to have waters which are on or flow through or are adjacent to Tłı̨chǫ lands remain substantially unaltered as to quality, quantity and rate of flow when such waters are on or flow through or are adjacent to Tłı̨chǫ lands.

21.2.4 Subject to legislation of general application and Tłı̨chǫ laws and, in relation to water that is on lands vested in another Aboriginal people under a land claims agreement, limitations set under that agreement that are of the same type as those that apply in relation to water on Tłı̨chǫ lands, a Tłı̨chǫ Citizen has the right to use water in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT), without licence, permit or other authorization, for the harvesting of wildlife under 10.1.1, including transportation relating thereto, or for Tłı̨chǫ heritage, cultural or spiritual purposes.

21.2.5 The Tłįchǫ Government has a cause of action against any person in respect of any use of water, deposit of waste or other activity not authorized by law which substantially alters the quality, quantity or rate of flow of waters which are on or flow through or are adjacent to Tłįchǫ lands, with such remedies as if the Tłįchǫ Government had riparian rights.

21.2.6 For the purposes of 21.2.3 or 21.2.5, the Tłįchǫ Government shall have standing at all times in a court of competent jurisdiction to seek a declaration respecting the authority of any person to alter the quality, quantity or rate of flow of water.

21.3 RIGHTS OF GOVERNMENT AND OTHERS

21.3.1 Subject to the other provisions of the Agreement except 21.2.1, government and persons who are not Tłįchǫ Citizens having a right or interest granted by government in respect of Tłįchǫ lands the exercise of which requires the use of water or the deposit of waste in water, shall have the right to use or deposit waste in water which is on or flowing through Tłįchǫ lands when such water is on or flowing through Tłįchǫ lands, without the consent of the Tłįchǫ Government.

21.3.2 Notwithstanding the ownership of beds of certain water bodies by the Tłįchǫ Government, government retains the right, without the consent of the Tłįchǫ Government, to use water for fighting fires and to protect and manage and use water and beds of such water bodies, for public purposes. Those public purposes include

(a) the protection of wildlife and wildlife habitat;

(b) the protection of water supplies including community water supplies from contamination and degradation;

(c) research with respect to water quality and water quantity; and

(d) flood control and protection of navigation and transportation.

21.3.3 Unless otherwise provided for in legislation, the consent of the Tłįchǫ Government is not required in relation to, and the rights of the Tłįchǫ First Nation under 21.2.1 and 21.2.3 shall not interfere with

(a) rights of navigation and passage on water;

(b) use of water by any person for emergency or domestic purposes; or

(c) any right of access provided for in the Agreement.

21.4 INTERJURISDICTIONAL AGREEMENTS

21.4.1 Government shall use its best efforts to negotiate agreements with territorial or provincial governments which manage drainage basins any part of which are in Wek'èezhìı for the management of water in the drainage basin.

21.4.2 Government shall consult with the Tłįchǫ Government with respect to the formulation of government positions on the management of water in a drainage basin before negotiating an agreement under 21.4.1.

21.5 LICENSING

21.5.1 The Wek'èezhìı Land and Water Board shall not authorize a use of water or a deposit of waste that, in its opinion, is likely to alter substantially the quality, quantity or rate of flow of waters on or flowing through or adjacent to Tłįchǫ lands, when such waters are on or flowing through or adjacent to Tłįchǫ lands, unless the Board considers that

(a) there is no alternative which could reasonably satisfy the requirements of the applicant; and

(b) there are no reasonable measures whereby the applicant could avoid the alteration.

21.5.2 The Wek'èezhìı Land and Water Board shall not authorize a use of water or a deposit of waste anywhere in Wek'èezhìı which, in its opinion, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to Tłįchǫ lands, when such waters are on or flowing through or adjacent to Tłįchǫ lands, unless the applicant for the authorization has entered into an agreement with the Tłįchǫ Government to compensate the Tłįchǫ First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.3 Where a use of water or a deposit of waste is proposed outside Wek'èezhìı, but within the Northwest Territories or Nunavut, which, in the opinion of the Wek'èezhìı Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or flowing through or adjacent to Tłįchǫ lands, when such waters are on or flowing through or are adjacent to Tłįchǫ lands, the use of water or the deposit of waste shall not be authorized by the competent water authority unless the applicant has entered into an agreement with the Tłįchǫ Government to compensate the Tłįchǫ First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.4 If the Tłįchǫ Government and the applicant for an authorization for a use of water or deposit of waste described in 21.5.2 or 21.5.3 do not reach an agreement on compensation within the time limit established by the Wek'èezhìı Land and Water Board, either party may refer the matter of compensation for resolution under chapter 6.

21.5.5 Compensation determined by the Wek'èezhìı Land and Water Board under 6.7 in respect of a use of water or a deposit of waste described in 21.5.2 or 21.5.3 may be in the form of a lump sum or periodic cash payment or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Tłı̨chǫ Citizens or equipment to a different harvesting locale or a combination of such forms of compensation.

21.5.6 In determining, under 6.7, the amount of compensation payable to the Tłı̨chǫ Government in respect of a use of water or deposit of waste described in 21.5.2 or 21.5.3, the Wek'èezhìı Land and Water Board shall consider

(a) the effect of the use of water or deposit of waste on the use by Tłı̨chǫ Citizens of water on or adjacent to Tłı̨chǫ lands;

(b) the effect of the use of water or deposit of waste on Tłı̨chǫ lands, taking into account any cultural or special value of the lands to the Tłı̨chǫ First Nation;

(c) the nuisance, inconvenience and noise caused by the use of water or deposit of waste to Tłı̨chǫ Citizens on Tłı̨chǫ lands;

(d) the effect of the use of water or deposit of waste on the harvesting of wildlife by Tłı̨chǫ Citizens; and

(e) subject to legislation, such other factors as the Board may consider relevant.

CHAPTER 22

LAND AND WATER REGULATION

22.1 GENERAL

22.1.1 The following principles apply to this chapter:

(a) an integrated system of land and water management should apply to the Mackenzie Valley; and

(b) the regulation of land and water in Wek'èezhìı and in adjacent areas should be co-ordinated.

22.1.2 Legislation shall require the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìı Land and Water Board and any land use planning body for Wek'èezhìı or part thereof to co-ordinate their activities with each other and, in relation to Wek'èezhìı, with the following bodies: any body managing national parks, including any National Park Committee, Parks Canada in relation to the management of national historic sites administered by it, any management committee or similar structure established for a protected area, the Wek'èezhìı Renewable Resources Board, any surface rights board and any new body referred to in 22.6.1.

22.1.3 The costs of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board incurred in accordance with their approved budgets shall be a charge on government. Each board shall prepare an annual budget and submit it to government except that the budget for the first year of operation shall be as set out in the implementation plan. The requirement for an annual budget does not prevent government from providing multi-year funding to the Boards. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandate of each Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.

22.1.4 The budget of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board may include

(a) remuneration and travel expenses for attendance of Board members at board and committee meetings;

(b) the expenses of public hearings and meetings; and

(c) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.

22.1.5 Legislation may provide for the reallocation of functions among the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìı Land and Water Board and any land use planning body for Wek'èezhìı established under 22.5.3, provided that environmental assessment and review shall remain with the Mackenzie Valley Environmental Impact Review Board as set out in 22.2.

22.1.6 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board may establish their own rules of procedure in accordance with legislation.

22.1.7 In exercising their powers, the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board shall consider traditional knowledge as well as other scientific information where such knowledge or information is made available to the Boards.

22.1.8 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìı Land and Water Board shall have, subject to their approved budgets, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of their affairs and the boards may share such staff or advisors between themselves.

22.1.9 All information in the possession of a government department or agency or the Tłįchǫ Government relevant to a matter before the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhìı Land and Water Board shall be provided, upon request, to such board.

22.1.10 The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impact of the uses of land and water and deposits of waste on the environment in the Mackenzie Valley and for periodic, independent, environmental audits which shall be made public.

22.1.11 If any body is established by legislation to carry out the monitoring and audit functions under 22.1.10 in the Mackenzie Valley, the Tłįchǫ Government shall be entitled to a meaningful role in such body and such role shall be set out in legislation.

22.1.12 If the monitoring or audit functions referred to in 22.1.10 are carried out in Wek'èezhìı by a department of government, the department shall do so in consultation with the Tłįchǫ Government.

22.1.13 Where the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhìı Land and Water Board has the authority to enter into contracts or similar arrangements, the Tłįchǫ Government shall not be disqualified from entering into such contracts or arrangements with the Boards solely because nominees or appointees of the Tłįchǫ Government are members of such boards.

22.2 ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW PROCESS

22.2.1 The process of environmental impact assessment and review as set out in 22.2 applies to every proposed project that is wholly or partly in the Mackenzie Valley, except for proposed projects that are wholly in a community unless they would be likely to have a significant impact on air, water or renewable resources. For greater certainty, that process does not apply to a proposed project no part of which is in the Mackenzie Valley.

22.2.2 The Environmental Impact Review Board established by legislation to implement the environmental impact assessment and review provisions of the Gwich'in land claims agreement shall be the Mackenzie Valley Environmental Impact Review Board referred to in the Agreement.

22.2.3 50 percent of the members of the Mackenzie Valley Environmental Impact Review Board, excluding the chairperson, shall be nominees of Aboriginal peoples and 50 percent shall be nominees of government. At least one member of the Board shall be a nominee of the Tłįchǫ Government.

22.2.4 Where the Mackenzie Valley Environmental Impact Review Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to the Mackenzie Valley and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Subject to 22.2.3, the Board shall determine how to implement this provision.

22.2.5 Subject to any quorum requirements set out in legislation, vacancies in the membership of the Mackenzie Valley Environmental Impact Review Board shall not prevent the remaining members from acting.

22.2.6 No authorization that would have the effect of allowing a proposed project to proceed shall be issued in respect of the proposal until any assessment required under 22.2.10 and any review required because of a determination of the Mackenzie Valley Environmental Impact Review Board under 22.2.12 or a direction of the Minister under 22.2.13 have been completed.

22.2.7 Legislation may provide

(a) for proposed projects or classes thereof which are exempt from the process of environmental impact assessment and for the amendment of any such exemptions; and

(b) for a preliminary screening of proposed projects by any government department or board or the Tłįchǫ Government in order to determine whether any assessment is required.

22.2.8 Legislation shall provide that a proposed project which would otherwise be exempt from assessment may be assessed by the Mackenzie Valley Environmental Impact Review Board if, in the opinion of the Board, it is considered to be of special environmental concern by reason of its cumulative effects or otherwise.

22.2.9 A proposed project that has not been exempted from assessment and is wholly or partly in or may have an impact in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) may be referred for assessment to the Mackenzie Valley Environmental Impact Review Board by the Tłı̨chǫ Government or any governmental authority, or by the Board on its own motion whether or not a preliminary screening has been conducted and notwithstanding the results of any such screening.

22.2.10 A proposed project shall be assessed by the Mackenzie Valley Environmental Impact Review Board, in order to determine whether it will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern, where that project

(a) has not been exempted from assessment; and

(b) has been the subject of a preliminary screening by a body that determined an assessment is required or has been referred for assessment under 22.2.9.

22.2.11 Before completing its assessment of a proposed project that is wholly or partly on Tłı̨chǫ lands, the Mackenzie Valley Environmental Impact Review Board shall consult with the Tłı̨chǫ Government.

22.2.12 As a result of its assessment, the Mackenzie Valley Environmental Impact Review Board shall

(a) when the proposed project is not likely in its opinion to have a significant adverse impact on the environment or is not likely in its opinion to be a cause of significant public concern, determine that an environmental impact review is not required;

(b) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely in its opinion to be a cause of significant public concern, determine that an environmental impact review is required; or

(c) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely in its opinion to be a cause of significant public concern, recommend that the authorizations impose such measures it considers necessary to prevent the significant adverse impact.

22.2.13 Notwithstanding a determination by the Mackenzie Valley Environmental Impact Review Board that an environmental impact review is not required, the Minister may direct that such a review be conducted. The Minister shall consult the Tłı̨chǫ Government before making such a decision if the proposed project is wholly or partly on Tłı̨chǫ lands.

22.2.14 Subject to 22.2.15, an environmental impact review shall be conducted by a panel of the Mackenzie Valley Environmental Impact Review Board, in respect of a proposed project determined by the Board to be wholly in the Mackenzie Valley, where

(a) the Board has determined under 22.2.12(b) that a review is required; or

(b) the Minister has directed under 22.2.13 that a review be conducted.

22.2.15 Where a public review of a proposed project determined by the board to be wholly in the Mackenzie Valley is to be conducted under the *Canadian Environmental Assessment Act*, the Minister of the Environment and the Mackenzie Valley Environmental Impact Review Board shall consult each other and shall establish a joint review panel in place of separate review panels.

22.2.16 When a Mackenzie Valley Environmental Impact Review Board panel is to conduct a review under 22.2.14 or a joint panel is to conduct a review under 22.1.15,

(a) if the Board determines that the proposed project is wholly in Wek'èezhìı and is likely to have a significant adverse impact only in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate 50 percent of the members of the panel;

(b) if the Board determines that the proposed project is likely to have a significant adverse impact that is predominately in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate to the panel the number of members that, together with the number of members, if any, entitled to be nominated by any other Aboriginal peoples under land claims agreements, constitutes 50 percent of the members of the panel but in any event the Tłı̨chǫ Government is entitled to nominate at least two; and

(c) in all other cases, if the Board determines that the proposed project is partly in or is likely to have a significant adverse impact in Wek'èezhìı, the Tłı̨chǫ Government shall be entitled to nominate at least one member of the panel.

22.2.17 The entitlement of the Tłı̨chǫ Government under 22.2.16(a) or (b) is subject to any agreement between the Tłı̨chǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

22.2.18 Subject to 22.2.19, where

(a) the Mackenzie Valley Environmental Impact Review Board has determined that a proposed project is partly but not wholly within the Mackenzie Valley but that it is partly in Wek'èezhìı or may have an impact in Wek'èezhìı, and

(b) the Board has determined under 22.2.12(b) that a review is required or the Minister has directed under 22.2.13 that a review be conducted,

the Board shall enter into an agreement for the establishment of a joint review panel with any person or body with responsibility to review the environmental impacts of the aspects of the project outside the Mackenzie Valley, or with the Minister of Environment if such a review is authorized under the *Canadian Environmental Assessment Act*.

22.2.19 The review of the environmental impacts of the aspects of a proposed project referred to in 22.2.18 that are in the Mackenzie Valley shall be conducted by a panel of the Mackenzie Valley Environmental Impact Review Board, if

(a) there is no person or body with responsibility to review the environmental impacts of the aspects of the project outside the Mackenzie Valley and no authorization for such a review under the *Canadian Environmental Assessment Act*; or

(b) no agreement is concluded under 22.2.18, within a period set under legislation, on the establishment of a joint review panel.

22.2.20 To the extent possible, the Mackenzie Valley Environmental Impact Review Board shall co-ordinate any review under 22.2.19 with any person or body with responsibility to review the environmental impacts of the aspects of the proposed project outside the Mackenzie Valley.

22.2.21 Where an environmental impact review is to be conducted by a joint panel established under an agreement concluded under 22.2.18 or by a Mackenzie Valley Environmental Impact Review Board panel under 22.2.19,

(a) the Tłı̨chǫ Government shall be entitled to nominate at least one member of the panel; and

(b) the Tłı̨chǫ Government and the representatives of any other Aboriginal people whose utilization of land and water resources is primarily in the area where the project will be located or may have an impact shall be entitled to nominate at least 50 percent of the members of the panel, not including the chairperson.

22.2.22 A Mackenzie Valley Environmental Impact Review Board panel may include, in addition to members of the Board, persons appointed by the Board because of their special expertise.

22.2.23 When a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel is reviewing a proposed project that is wholly or partly on Tłı̨chǫ lands, it shall consult the Tłı̨chǫ Government.

22.2.24 Where a public review of a proposed project that is partly in or may have an impact in Wek'èezhìı is to be conducted by a review panel under the *Canadian Environmental Assessment Act*, the panel shall consult the Tłı̨chǫ Government throughout the review.

22.2.25 The members of the Mackenzie Valley Environmental Impact Review Board and of any review panel referred to in 22.2 shall be free of any conflict of interest relative to the proposed project, except that no member shall be disqualified solely on the ground of being a Tłı̨chǫ Citizen.

22.2.26 An environmental impact review conducted by a review panel referred to in 22.2 shall have regard to

(a) the protection of the existing and future economic, social and cultural well-being of the residents and communities in the Mackenzie Valley;

(b) the protection of the environment from significant adverse impact from the proposed project;

(c) in cases where the proposed project will likely result in a significant adverse impact on the environment, the need for mitigative or remedial measures; and

(d) the importance of conservation to the Tłı̨chǫ First Nation well-being and way of life.

22.2.27 An environmental impact review conducted by a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel referred to in 22.2 shall include

(a) the submission by the proponent of an impact statement in accordance with any guidelines established by the Board or the panel;

(b) such analysis by the Board or the panel as is considered appropriate;

(c) public consultation or hearings in affected communities; and

(d) a report resulting from the review to each Minister and independent regulatory agency and, where the proposed project is to be located on Tłı̨chǫ lands, to the Tłı̨chǫ Government with a recommendation that the project be approved, with or without conditions, or rejected.

22.2.28 A copy of the report referred to in 22.2.27(d) shall be provided, on request, to any member of the public, upon payment of any reasonable fee imposed under legislation to cover the cost of providing the copy.

22.2.29 Each Minister and independent regulatory agency and, where the proposed project is to be wholly or partly on Tłı̨chǫ lands, the Tłı̨chǫ Government,

(a) shall consider a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) and of a review panel in the report referred to in 22.2.27(d); and

(b) may accept the recommendation, may refer the recommendation back for further consideration except where the panel is a joint panel or may, after consulting with the Board or panel as the case may be, accept the recommendation with modifications or reject the recommendation.

22.2.30 In making a decision under 22.2.29 in relation to a proposed project that is wholly or partly in or may have an impact in Wek'èezhìı, the importance of the conservation of the lands, waters and wildlife of Wek'èezhìı shall be taken into account.

22.2.31 In considering a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) or of a review panel in the report referred to in 22.2.27(d), a Minister, the Tłįchǫ Government or an independent regulatory agency may consider information not before the Board or panel, as the case may be, and matters of public interest not considered by it. Any new facts bearing on the environmental impact of the proposed project considered by a Minister, the Tłįchǫ Government or an independent regulatory agency shall be identified by it in consultation with the Board.

22.2.32 Subject to 22.2.33, any decision of a Minister, the Tłįchǫ Government or an independent regulatory agency under 22.2.29 shall be implemented by it and by each department or agency, including any community government, for which it is responsible, to the extent of its authority under legislation or Tłįchǫ laws.

22.2.33 For greater certainty, an independent regulatory agency is not bound by any decision under 22.2.29 of the Minister responsible for it.

22.2.34 Legislation shall provide the Mackenzie Valley Environmental Impact Review Board with the power to subpoena witnesses and documents in carrying out its responsibilities.

22.2.35 Written reasons, which shall be public, shall be given for all decisions and recommendations under 22.2.

22.2.36 All parts of the process under 22.2 shall be carried out in a timely manner.

22.3 WEK'ÈEZHÌI LAND AND WATER BOARD

22.3.1 In 22.3, "land" means the surface of land.

22.3.2 A board, to be called the Wek'èezhìı Land and Water Board, shall be established, on the effective date, by legislation, as an institution of public government, to regulate the use of land and water and the deposit of waste throughout Wek'èezhìı except in a national park or a national historic park or site administered by Parks Canada. To the extent a community government has and exercises any power to regulate the use of land, the Board shall not have authority to regulate the use of land in that community. The legislation may provide for any matter not specified in this chapter in a manner consistent with this chapter. The legislation may provide that the Board has only administrative powers for an initial period, not to exceed six months but, during any such period, 22.3.9 to 22.3.12 and 22.4 apply to the board or panel exercising the substantive powers respecting land and water in Wek'èezhìı.

22.3.3 Excluding the chairperson,

(a) 50 percent of the members of the Wek'èezhìı Land and Water Board shall be appointed by government; and

(b) the Tłįchǫ Government shall be entitled to appoint 50 percent of the members of the Wek'èezhìı Land and Water Board, subject to any agreement between the Tłįchǫ Government and another Aboriginal people, including an agreement under 2.7.3 or 2.7.4.

22.3.4 Where the Wek'èezhìı Land and Water Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to Wek'èezhìı and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Notwithstanding 22.3.3(b) but subject to 22.3.3(a), the Board shall determine how to implement this provision provided that at least one member is appointed by the Tłįchǫ Government.

22.3.5 The authorities entitled to appoint members to the Wek'èezhìı Land and Water Board shall consult with each other before making their appointments.

22.3.6 The chairperson shall be nominated by the other members of the Wek'èezhìı Land and Water Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.

22.3.7 A quorum of the Wek'èezhìı Land and Water Board shall consist of at least three members, including one of the members appointed in accordance with 22.3.3(a) and one of the members appointed in accordance with 22.3.3(b).

22.3.8 Subject to the requirements of 22.3.7, vacancies shall not prevent the remaining members from acting, and the Board may start to operate as soon as members who can constitute a quorum have been appointed.

22.3.9 The objective of the Wek'èezhìı Land and Water Board is to provide for conservation, development and utilization of the land and water resources of Wek'èezhìı in a manner that will provide the optimum benefit therefrom generally for all Canadians but in particular for present and future residents of Wek'èezhìı. In exercising its powers, the Board shall take into account the importance of conservation to the Tłįchǫ First Nation well-being and way of life.

22.3.10 To the extent provided by legislation, the decisions of the Wek'èezhìı Land and Water Board are subject to policy directions from the Minister and, in relation to the use of water or the deposit of waste, the approval of the Minister. Legislation shall provide that, in relation to the use of Tłı̨chǫ lands, the decisions of the Board are subject to policy directions from the Tłı̨chǫ Government, to the extent compliance with those directions do not require the Board to exceed its approved budget. The policy directions from the Minister and the Tłı̨chǫ Government will not apply to applications pending when the directions are given.

22.3.11 If there is a conflict between a policy direction from the Tłı̨chǫ Government and one from the Minister, the policy direction from the Tłı̨chǫ Government prevails.

22.3.12 Legislation applicable to the Wek'èezhìı Land and Water Board prevails over any conflicting policy direction from the Minister or the Tłı̨chǫ Government.

22.3.13 Legislation shall provide the Wek'èezhìı Land and Water Board with the power to subpoena witnesses and documents in carrying out its responsibilities.

22.3.14 The Wek'èezhìı Land and Water Board shall have the power to

(a) issue, amend or renew authorizations and the terms and conditions attaching thereto for all uses of land and water and all deposits of waste, including those incidental to the exercise of subsurface rights;

(b) oversee compliance with its decisions through inspections or otherwise, provided there shall be no duplication of the compliance system as between the Wek'èezhìı Land and Water Board and other government agencies or departments;

(c) enforce or secure compliance with its decisions by the suspension or cancellation of authorizations and such other methods as may be provided by legislation;

(d) establish policies and guidelines applicable to its authorizations;

(e) hold public consultations and hearings in communities in relation to any matter within its jurisdiction;

(f) establish procedures for the conduct of its business, including public hearings; and

(g) propose changes to legislation or Tłı̨chǫ laws in respect of the use of land or water or the deposit of waste to government, including a community government, or the Tłı̨chǫ Government.

22.3.15 Before enacting legislation regulating the use of land or water or the deposit of waste that applies to any part of Wek'èezhìı or Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) or any amendments to such legislation, government, including any community government, shall consult with the Tłı̨chǫ Government in relation to its application in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) and the Wek'èezhìı Land and Water Board in relation to its application in Wek'èezhìı. Before giving any policy direction to the Board or enacting any laws, in respect of the use of Tłı̨chǫ lands, the Tłı̨chǫ Government shall consult with government and the Board. Before giving any policy direction to the Board, the Minister shall consult with the Tłı̨chǫ Government and the Board.

22.3.16 The Wek'èezhìı Land and Water Board and government, including a Tłı̨chǫ community government, must exercise any discretionary powers relating to the use of land that they may have under legislation in a manner consistent with any Tłı̨chǫ laws made under 7.4.2 including any conditions on the use of Tłı̨chǫ lands provided in a land use plan or otherwise.

22.3.17 Subject to any Tłı̨chǫ laws made under 7.4.2 in respect of the use of Tłı̨chǫ lands, legislation or Tłı̨chǫ community government laws may provide for the exemption from any requirement for an authorization from the Wek'èezhìı Land and Water Board of particular uses of land or water or deposits of waste.

22.3.18 Legislation shall provide for reasonable notice to affected communities and to the Tłı̨chǫ Government of any application to the Wek'èezhìı Land and Water Board for an authorization for the use of land or water or deposit of waste in Wek'èezhìı.

22.3.19 The Wek'èezhìı Land and Water Board shall consult with the Tłı̨chǫ Government before issuing, amending or renewing any authorization in relation to Tłı̨chǫ lands or waters overlying those lands.

22.3.20 Legislation may provide for the co-ordination of the activities of the Wek'èezhìı Land and Water Board with other governmental bodies with responsibilities for the regulation of the use of land or water or the deposit of waste.

22.4 LAND AND WATER BOARD FOR LARGER AREA

22.4.1 Where legislation establishes any other land and water board with jurisdiction in an area larger than but including Wek'èezhìı ("the larger board"), it shall assume the powers and responsibilities of the Wek'èezhìı Land and Water Board. The provisions of the Agreement applicable to the Wek'èezhìı Land and Water Board apply to the larger board except 22.3.3, 22.3.4 and 22.3.6 to 22.3.9.

22.4.2 At least one member of the larger board shall be an appointee of the Tłı̨chǫ Government.

22.4.3 Where legislation provides for regional panels of the larger board, the legislation shall provide that the Wek'èezhìı Land and Water Board becomes a regional panel for Wek'èezhìı. For greater certainty, 22.3 continues to apply to that panel except that its jurisdiction may be restricted to activities no part of which is outside Wek'èezhìı and that have no impact outside Wek'èezhìı.

22.4.4 The objective of the larger board is to provide for the conservation, development and utilization of the land and water resources of the area for which it is responsible in a manner that will provide the optimum benefit therefrom generally for all Canadians but in particular for present and future residents of that area. In exercising its powers, the board shall take into account the importance of conservation to the Tłįchǫ First Nation well being and way of life.

22.4.5 Where the larger board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to the area over which that board has jurisdiction and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the board. Subject to 22.4.2, the larger board shall determine how to implement this provision provided that the proportion of government nominees, not including the chairperson, is maintained at 50 percent of the board membership.

22.5 LAND USE PLANNING

22.5.1 Government may establish a mechanism for the preparation, approval and implementation of a land use plan that applies to all parts of Wek'èezhìı, other than Tłįchǫ lands, national parks and lands in a community.

22.5.2 Government, the Tłįchǫ Government and the Tłįchǫ community governments shall consult with each other during the preparation of land use plans for any part of Wek'èezhìı with a view to sharing information and harmonizing their plans.

22.5.3 The Parties may, by agreement, establish a land use planning body and a mechanism for the preparation, approval and implementation of a land use plan that applies to all of Wek'èezhìı other than national parks.

22.5.4 Upon the approval of a land use plan applicable to any part of Wek'èezhìı, government, the Tłįchǫ Government and the Tłįchǫ community governments and their departments and agencies, including the Wek'èezhìı Land and Water Board, shall exercise their powers in relation to Wek'èezhìı in accordance with the plan.

22.6 LAND OR WATER MANAGEMENT UNDER FUTURE LAND CLAIMS AGREEMENT

22.6.1 Before government concludes a future land claims agreement that would authorize a body ("new body") other than the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1 to regulate any use of land or water or deposit of waste in a part of Wek'èezhìı,

(a) government shall notify the Tłįchǫ Government that such a provision is being negotiated and provide to the Tłįchǫ Government a reasonable opportunity to conclude an agreement with the representatives of the Aboriginal people to be party to that future land claims agreement respecting how the new body and that board will ensure that all their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı are made jointly by the new body and the board, by only one of them or by another authority;

(b) government shall consider any agreement concluded under (a) and decide whether to approve it; and

(c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).

22.6.2 If a future land claims agreement provides that a new body has authority to regulate any use of land or water or deposit of waste in a part of Wek'èezhìı, the new body and the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1, as the case may be, shall, in the absence of an agreement approved under 22.6.1(b), make their decisions for that use of land or water or deposit of waste in that part of Wek'èezhìı jointly, in accordance with a process agreed to by them.

22.6.3 In the absence of an agreement approved under 22.6.1(b) or where the new body and the Wek'èezhìı Land and Water Board or the larger board referred to in 22.4.1, as the case may be, fail to agree on a process under 22.6.2 or to make a decision described in 22.6.2 within any reasonable amount of time specified in accordance with legislation, the larger board referred to in 22.4.1 shall make that decision.

CHAPTER 23

SUBSURFACE RESOURCES

23.1 DEFINITIONS

23.1.1 The following definitions apply in this chapter.

"development" means the stage after a decision to go into production has been made, but before actual production commences.

"major mining project" means a project, wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT), related to the development or production of minerals, other than specified substances, oil or gas, that will employ an average of at least 50 persons annually for the first five years in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) and for which more than $50 million (1998$) will be expended in capital costs.

"production" means the removal and taking ownership of minerals, other than specified substances, but does not include removal for assay or testing purposes.

"proponent" means a developer engaged in a major mining project.

23.2 CONSULTATION

23.2.1 Any person who, in relation to Crown land wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) or Tłı̨chǫ lands subject to a mining right administered by government under 18.6.1, proposes to

(a) explore for or produce or conduct an activity related to the development of minerals, other than specified substances and oil and gas, if an authorization for the use of land or water or deposit of waste is required from government or a board established by government to conduct these activities; or

(b) explore for or produce or conduct an activity related to the development of oil or gas,

shall consult the Tłı̨chǫ Government.

23.2.2 The consultations conducted under 23.2.1 shall include

(a) environmental impact of the activity and mitigative measures;

(b) impact on wildlife harvesting and mitigative measures;

(c) location of camps and facilities and other related site specific planning concerns;

(d) maintenance of public order including liquor and drug control;

(e) employment of Tłı̨chǫ Citizens, business opportunities and contracts, training orientation and counselling for employees who are Tłı̨chǫ Citizens, working conditions and terms of employment;

(f) expansion or termination of activities;

(g) a process for future consultations; and

(h) any other matter agreed to by the Tłı̨chǫ Government and the person consulting that government.

23.2.3 The consultations conducted under 23.2.1 are not intended to result in any obligations in addition to those required by legislation.

23.2.4 No consultation is required under 23.2.1 where negotiations have been conducted in accordance with 23.4.1.

23.3 OIL AND GAS EXPLORATION RIGHTS

23.3.1 Prior to opening any lands wholly or partly in Mǫwhì Gogha Dè Nı̨ı̨tłèè (NWT) for oil and gas exploration, government shall consult the Tłı̨chǫ Government on matters related to that exploration, including benefits plans and other terms and conditions to be attached to rights issuance.

23.4 MAJOR MINING PROJECTS

23.4.1 Government shall ensure that the proponent of a major mining project that requires any authorization from government and that will impact on Tłı̨chǫ Citizens is required to enter into negotiations with the Tłı̨chǫ Government for the purpose of concluding an agreement relating to the project. This obligation comes into effect one year after the effective date. In consultation with the Dogrib Treaty 11 Council or the Tłı̨chǫ Government, government shall, no later than one year after the effective date, develop the measures it will take to fulfill this obligation, including the details as to the timing of such negotiations in relation to any governmental authorization for the project.

23.4.2 The Tłı̨chǫ Government and the proponent may agree that negotiation of an agreement under 23.4.1 is not required.

23.4.3 Negotiation of an agreement under 23.4.1 shall be guided by the principles that its provisions will

(a) be consistent with and promote the cultural goals of the Tłı̨chǫ First Nation;

(b) be related to the impacts of the project on Tłı̨chǫ Citizens;

(c) not place an excessive burden on the proponent and undermine the viability of the project; and

(d) avoid duplication of matters included in an authorization for the project.

23.4.4 An agreement concluded under 23.4.1 may include any matter connected with the project that could have an adverse impact on Tłįchǫ lands or Tłįchǫ Citizens or that could reasonably confer a benefit on Tłįchǫ Citizens. Without limiting the generality of the foregoing, the following matters, in addition to those listed in 23.2.2, shall be considered appropriate for negotiation and inclusion in an agreement:

(a) safety, health and hygiene;

(b) language of the workplace;

(c) access, by Tłįchǫ Citizens, to any facility constructed for the project such as an airstrip or a road; and

(d) implementation and enforceability.

23.5 DEVOLUTION OF MINERALS

23.5.1 The Government of the Northwest Territories shall involve the Tłįchǫ Government in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated in accordance with the enabling agreement, dated September 5, 1988, between the Government of Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals, other than specified substances, may be transferred from the Government of Canada to the Government of the Northwest Territories.

23.6 LEGISLATION

23.6.1 Government shall consult the Tłįchǫ Government in relation to any proposed legislation which

(a) regulates the exploration, development or production of minerals, other than specified substances, in Mǫwhì Gogha Dè Nįįtłèè (NWT); or

(b) establishes requirements for issuance of mining rights in Mǫwhì Gogha Dè Nįįtłèè (NWT).

CHAPTER 24

FINANCIAL PAYMENTS

24.1 CAPITAL TRANSFER PAYMENTS

24.1.1 The Government of Canada shall make capital transfer payments to the Tłįchǫ Government in accordance with the Capital Transfer Payments Schedule set out in part 1 of the appendix to this chapter.

24.1.2 The Government of Canada is discharged from all undertakings and obligations, if any, to the Tłįchǫ First Nation in respect of the Norman Wells Proven Area.

24.2 NEGOTIATION LOANS REPAYMENTS

24.2.1 The Tłįchǫ Government shall make negotiation loan repayments to the Government of Canada in accordance with the Negotiation Loans Repayments Schedule set out in part 2 of the appendix to this chapter.

24.2.2 The Government of Canada will set off and deduct from a payment made under 24.1.1 the amount of a repayment to be made under 24.2.1 on the same date.

24.3 LOANS AGAINST CAPITAL TRANSFER

24.3.1 At any time after the third anniversary of the effective date, the Tłįchǫ Government may request a loan from the Government of Canada against the then unpaid balance of the capital transfer under 24.1.1.

24.3.2 The Government of Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, under 24.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirements in 24.3.3 to 24.3.6.

24.3.3 The Tłįchǫ Government shall pay, at the time of a loan under 24.3.2, an amount on any outstanding balance of negotiation loans referred to in 24.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 24.3.2 bears to the unpaid balance of the capital transfer amounts payable under 24.1.1.

24.3.4 The amount paid by the Tłįchǫ Government under 24.3.3 shall be credited to the final payments set out in part 2 of the appendix to this chapter.

24.3.5 The repayment schedule for a loan granted under 24.3.2 shall be sufficient to ensure that the unpaid balance of the capital transfer under 24.1.1, at the time of the loan request or at anytime thereafter, is no less than the total of the unpaid balances of the loans referred to in 24.2.1 and the loans granted under 24.3.2 and any administrative fees and interest payable.

24.3.6 The Government of Canada may set off and deduct from a payment to be made under 24.1.1 the amount of a repayment due on the same date from the Tłįchǫ Government in relation to a loan granted under 24.3.2.

APPENDIX TO CHAPTER 24

PART 1 CAPITAL TRANSFER PAYMENTS SCHEDULE (24.1.1)

Note: The Capital Transfer Payments Schedule will be finalized by the effective date in accordance with the instructions hereunder.

Date	Payment
Effective Date	$ 1,266,738
First anniversary of effective date	$ 2,533,476
Second anniversary of effective date	$ 3,800,213
Third anniversary of effective date	$ 5,066,951
Fourth anniversary of effective date	$ 6,333,689
Fifth anniversary of effective date	$ 7,600,427
Sixth anniversary of effective date	$ 8,867,164
Seventh anniversary of effective date	$10,133,902
Eighth anniversary of effective date	$11,400,640
Ninth anniversary of effective date	$12,667,378
Tenth anniversary of effective date	$13,934,115
Eleventh anniversary of effective date	$15,200,853
Twelfth anniversary of effective date	$16,467,591
Thirteenth anniversary of effective date	$17,734,329
Fourteenth anniversary of effective date	$19,001,066
Total Payments	$152,008,531

Instructions for Finalizing Part 1 of the Appendix: Capital Transfer Payments Schedule

1. In these Instructions,

"FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada published by Statistics Canada.

"final calculation date" means the date confirmed by the chief negotiators which is intended to be not less than 14 days prior to the effective date.

"transition date" means the date which is 15 months after the date of the Agreement.

2. On the final calculation date, each provisional amount entered in the Schedule will be adjusted by

(a) multiplying it by the latest available quarterly FDDIPI at the final calculation date and dividing the product by the FDDIPI for the second quarter of 2002; and

(b) if, the period between the date of the Agreement and the effective date exceeds 15 months, multiplying the amount resulting from (a) by

$$(1 + DR)^Y \times (1 + [DR \times d/365])$$

where "DR" is 5.075 percent,

where "Y" is the number of complete years between the transition date and the final calculation date, and

where "d" is the number of days remaining in the period between the transition date and the final calculation date, after deducting the complete years in that period that have been taken into account in the determination of "Y".

PART 2 NEGOTIATION LOANS REPAYMENTS SCHEDULE (24.2.1; 24.3.4)

Note: The Negotiation Loans Repayments Schedule will be finalized by the effective date in accordance with the instructions hereunder.

Date	Repayment
Effective Date	$ 1,266,738
First anniversary of effective date	$ 2,533,476
Second anniversary of effective date	$ 3,800,213
Third anniversary of effective date	$ 5,066,951
Fourth anniversary of effective date	$ 6,333,689
Fifth anniversary of effective date	$ 7,600,427
Sixth anniversary of effective date	$ 1,324,307
Total Payments	$27,925,800

Instructions for Finalizing Part 2 of the Appendix: Negotiation Loans Repayments Schedule

1. In these Instructions,

"final Total" means the Total set out in 2 increased by the amount of interest accrued between September 4, 2002 and the effective date.

"final calculation date" has the same meaning as in part 1 of the appendix to this chapter.

2. The amounts of the negotiation loans (principal plus accrued interest) to be repaid under 24.2.1, as at December 31, 2002, are as follows:

Dogrib Treaty 11 Council negotiation loans	$ 14,939,927.52
Dene Nation negotiation loans (portion being 20.858 percent)	$ 5,677,081.34
Métis Association negotiation loans (portion being 20.858 percent)	$ 2,984,268.00
Total	$ 23,601,276.86

3. On the final calculation date, the amount of each repayment will be inserted in this schedule, having been calculated on the basis of the following:

   (a) a repayment shall be made on the effective date and on each anniversary thereof until the net present value of the repayments equals the final Total;

   (b) each repayment other than the final repayment shall be equal to the amount of the payment to be made under 24.1.1 on the same date, and the last repayment shall be equal to the amount needed to retire the loans but not greater than the amount of the payment to be made under 24.1.1 on the same date; and

   (c) the discount rate used in calculating the net present value in (a) shall be the rate described as "DR" in 2(b) of the Instructions to part 1 of the appendix to this chapter.

CHAPTER 25

MINERAL ROYALTIES

25.1 SHARE OF MINERAL ROYALTIES

25.1.1 Government shall pay to the Tłı̨chǫ Government, in relation to each calendar year, an amount equal to

(a) 10.429 percent of the first $2.0 million of mineral royalties received by government in that year; and

(b) 2.086 percent of any additional mineral royalties received by government in that year.

25.1.2 Amounts payable by government under this chapter shall be calculated on the basis of amounts due to and received by government in respect of minerals produced after the date of the Agreement.

25.1.3 Payments remitted to the Tłı̨chǫ Government shall be in quarterly instalments.

25.1.4 Government shall annually provide to the Tłı̨chǫ Government a statement indicating the basis on which mineral royalties were calculated for the preceding year.

25.1.5 On the request of the Tłı̨chǫ Government, government shall request the Auditor General to verify the accuracy of the information in the annual statements.

25.2 CONSULTATION

25.2.1 Government shall consult with the Tłı̨chǫ Government on any proposal specifically to alter by legislation the mineral royalty payable to government.

25.2.2 Where government consults outside government on any proposed changes to the fiscal regime which will affect the mineral royalty payable to government, it shall also consult with the Tłı̨chǫ Government.

CHAPTER 26

ECONOMIC MEASURES

26.1 PROGRAMS FOR ECONOMIC DEVELOPMENT

26.1.1 Government economic development programs in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) shall take into account the following objectives:

(a) that the traditional economy of the Tłı̨chǫ First Nation should be maintained and strengthened; and

(b) that the Tłı̨chǫ First Nation should be economically self-sufficient.

26.1.2 To achieve the objectives in 26.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including:

(a) support of the traditional economy of the Tłı̨chǫ First Nation and of individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;

(b) assistance in the development of commercially viable businesses and enterprises of the Tłı̨chǫ Citizens, and when necessary, identification of possible sources of financial assistance;

(c) provision of business and economic training and educational assistance to Tłı̨chǫ Citizens so that they may be able to participate more effectively in the northern economy; and

(d) encouragement of the employment of Tłı̨chǫ Citizens, including employment in major projects and developments, in the public service and in public agencies. Accordingly, government shall prepare plans for the training and employment of Tłı̨chǫ Citizens, including the development of measures to recognize the special need of Tłı̨chǫ Citizens for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education.

26.1.3 Where government proposes economic development programs related to the objectives in 26.1.1, government shall consult with the Tłı̨chǫ Government.

26.1.4 Government shall meet with the Tłı̨chǫ Government not less than once every three years to review the effectiveness of programs relating to the objectives in 26.1.1 and the measures in 26.1.2.

26.2 STRATEGIC ECONOMIC DEVELOPMENT INVESTMENT FUND

26.2.1 The Government of Canada shall pay to the Tłı̨chǫ Government $5,000,000 on or as soon as practicable after the effective date. The Tłı̨chǫ Government shall establish a fund with these monies which will be known as the Tłı̨chǫ Government Strategic Economic Development Investment Fund (the "Fund").

26.2.2 The Fund shall be kept segregated from other money of the Tłı̨chǫ Government provided that the Tłı̨chǫ Government may deposit other monies into the Fund.

26.2.3 The Tłı̨chǫ Government shall prepare and approve the Terms of Reference for the Fund ("Terms of Reference") and shall provide a copy of the Terms of Reference and any amendments to the Government of Canada.

26.2.4 Subject to 26.2.5, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Tłı̨chǫ Government shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others.

26.2.5 Monies in the Fund shall be used in accordance with the Terms of Reference and may be used only for purposes of

(a) economic development of Tłı̨chǫ Citizens and the Tłı̨chǫ Government;

(b) training and education of Tłı̨chǫ Citizens;

(c) costs of administering the Fund, including the audits and reports required by 26.2; and

(d) costs of preparation, approval and amendment of the Terms of Reference.

26.2.6 The Tłı̨chǫ Government shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to an annual gathering held in accordance with the Tłı̨chǫ Constitution.

26.2.7 The Tłı̨chǫ Government shall prepare an annual report comparing the activities of the Fund with the Terms of Reference, and the report shall be presented each year to the same annual gathering where the audit is presented.

26.2.8 The Tłı̨chǫ Government shall provide to the Government of Canada a copy of the audit and report prepared pursuant to 26.2.6 and 26.2.7, respectively.

26.2.9 At any time after the Tłı̨chǫ Government has expended over $5,000,000 for the purposes listed in 26.2.5, the Tłı̨chǫ Government may terminate the Fund by a resolution of the Tłı̨chǫ Government and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution. For greater certainty, upon termination of the Fund, 26.2.2 to 26.2.8 no longer apply.

26.2.10 Upon termination of the Fund, the Tłı̨chǫ Government shall prepare an audit and a report for the period of time between the last annual audit and report described in 26.2.6 and 26.2.7 and the termination of the Fund and shall present the audit and report, together with the resolution of the Tłı̨chǫ Government terminating the Fund, to the next annual gathering held in accordance with the Tłı̨chǫ Constitution.

26.2.11 The Tłı̨chǫ Government shall provide a copy of the audit and report referred to in 26.2.10, together with a certified copy of the resolution of the Tłı̨chǫ Government terminating the Fund, to the Government of Canada.

26.2.12 For greater certainty, nothing in 26.2 creates an individual interest in the Fund.

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mǫwhì Gogha Dè Nı̨ıtłèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

(a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and

(b) the Government of the Northwest Territories shall follow its preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.

26.3.2 The Government of the Northwest Territories shall consult with the Tłı̨chǫ Government when developing modifications to its preferential contracting policies, procedures and approaches.

26.3.3 When the Government of the Northwest Territories intends to carry out activities which give rise to employment and other economic opportunities and elects to enter into contracts with respect to those activities without going to public tender,

(a) where the activity will be on Tłı̨chǫ lands, Tłı̨chǫ entities or Citizens shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria, including any qualifications particular to the contract, and price; and

(b) where the activity will be in a Tłı̨chǫ community, the Government of the Northwest Territories shall consult with the Tłı̨chǫ community government to determine the most suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity.

26.3.4 If there is no suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity referred to in 26.3.3(b), the Government of the Northwest Territories will proceed to another process such as a public tender call, a request for proposals or an invitational tender.

26.3.5 In 26.3.3, "Tłįchǫ entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłįchǫ Citizens or the Tłįchǫ Government;

(b) a co-operative controlled by Tłįchǫ Citizens or the Tłįchǫ Government;

(c) a sole proprietorship operated by a Tłįchǫ Citizen; or

(d) a partnership in which at least 50 percent of the partners are Tłįchǫ Citizens or the Tłįchǫ Government.

26.4 GENERAL

26.4.1 It is intended that this chapter be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

CHAPTER 27

TAXATION

27.1 DEFINITIONS

27.1.1 The following definitions apply in this chapter.

"designated improvement" means, in relation to Tłįchǫ lands and Tłįchǫ community lands,

(a) a residence of a Tłįchǫ Citizen;

(b) an improvement, all or substantially all of which is used for a public purpose or a purpose ancillary or incidental to the public purpose including, but not limited to,
  (i) a public governance or administration building, public meeting building, public hall, public school or other public educational institution, teacher's residence, public library, public health facility, public care facility, public seniors home, public museum, place of public worship, manse, fire hall, police facility, court, correction facility, public recreation facility, public park or an improvement used for Tłįchǫ cultural or spiritual purposes, or
  (ii) a work of public convenience constructed or operated for the benefit of the Tłįchǫ Government, a Tłįchǫ community government, occupiers of Tłįchǫ lands or Tłįchǫ community lands or persons visiting or in transit through Tłįchǫ lands or Tłįchǫ community lands, including a public utility work, a public work used to treat or deliver water or as part of a public sewer system, a public road, a public bridge, a public drainage ditch, traffic signals, street lights, a public sidewalk, and a public parking lot; and

(c) an improvement that is used primarily for the management, protection or enhancement of a natural resource, other than an improvement that is used primarily in harvesting or processing a natural resource for profit.

"federal *Income Tax Act*" means the *Income Tax Act*, R.S. 1985 *(5th supp)*, c. 1.

"*Income Tax Act*" means the federal *Income Tax Act* and the territorial *Income Tax Act*, R.S.N.W.T. 1988, c.I-1.

"Tłįchǫ capital" means

(a) the capital transfer payments made under 24.1.1;

(b) any money loaned under 24.3;

(c) payments made under 25.1.1 up to an aggregate maximum of $4.172 million;

(d) payments made under the first financing agreement referred to in 7.11 which are paid on the effective date;

(e) the payment made under 26.2;

(f) the payment made under 9.7.1; and

(g) all other cash, assets and liabilities transferred to, or recognized as owned by, the Tłįchǫ Government under the Agreement.

27.1.2 In the definition of "designated improvement" in 27.1.1, "public" does not include the provision of property or services primarily for the purpose of profit.

27.1.3 Subject to 27.1.2, in the definition of "designated improvement" in 27.1.1, "public" includes a purpose related solely to the Tłįchǫ First Nation or the Tłįchǫ Government.

27.2 LEGISLATION

27.2.1 Nothing in the Agreement or in the settlement legislation, except any provision giving effect to the taxation agreement referred to in 27.5.1, limits any entitlement of the Tłįchǫ Government to any taxation benefit available to it under any other legislation.

27.3 TŁĮCHǪ LANDS AND TŁĮCHǪ CAPITAL

27.3.1 No tax or other similar charge is payable by the Tłįchǫ Government in relation to

(a) the recognition of ownership of Tłįchǫ lands by the Tłįchǫ Government under 18.1.1 or the acquisition by it of lands that, upon acquisition, become Tłįchǫ lands; or

(b) the receipt by the Tłįchǫ Government of Tłįchǫ capital.

27.3.2 No tax or other similar charge is payable by the Tłįchǫ Government in respect of its interest in Tłįchǫ lands on which there is no improvement or on which there is no improvement other than a designated improvement.

27.3.3 27.3.2 does not affect the taxation of a person, other than the Tłįchǫ Government, in respect of an interest in Tłįchǫ lands.

27.3.4 No capital gains tax applies in respect of compensation received by the Tłįchǫ Government for Tłįchǫ lands expropriated in accordance with chapter 20 or conveyed under 18.1.9(b).

27.3.5 For the purpose of the *Income Tax Act*, Tłįchǫ land will be deemed to have been acquired by the Tłįchǫ Government on the date the land became Tłįchǫ land, at a cost equal to its fair market value on that date.

27.4 TŁĮCHǪ COMMUNITY LANDS AND OTHER ASSETS

27.4.1 No tax or other similar charge is payable by a Tłįchǫ community government in relation to the transfer or recognition of ownership of all land, cash, other assets or liabilities transferred to, or recognized as owned by, a Tłįchǫ community government under the Agreement.

27.4.2 No tax or other similar charge is payable by the Tłįchǫ community government in respect of its interest in Tłįchǫ community lands on which there is no improvement or on which there is no improvement other than a designated improvement.

27.4.3 27.4.2 does not affect the taxation of a person, other than the Tłįchǫ community government, in respect of an interest in Tłįchǫ community lands.

27.4.4 No capital gains tax applies in respect of compensation received by the Tłįchǫ community government for Tłįchǫ community lands expropriated in accordance with 9.3.

27.4.5 For the purpose of the *Income Tax Act*, Tłįchǫ community lands will be deemed to have been acquired by the Tłįchǫ community government on the date the land became Tłįchǫ community lands, at a cost equal to its fair market value on that date.

27.5 TAXATION AGREEMENTS

27.5.1 On or before the approval of the Agreement under 4.2.1(a), government and the Dogrib Treaty 11 Council shall sign an agreement in relation to the tax treatment of the Tłįchǫ Government, Tłįchǫ corporations and Tłįchǫ capital trusts. The settlement legislation shall include provisions giving effect to this taxation agreement.

27.5.2 From time to time, at the request of the Tłįchǫ Government, government may enter into negotiations and attempt to conclude a taxation agreement with the Tłįchǫ Government in relation to the following matters:

(a) the manner in which taxation by the Tłįchǫ Government will be coordinated with existing federal and territorial tax systems; and

(b) the extent to which the Tłįchǫ Government may enact laws for the direct taxation of persons on Tłįchǫ lands or in Tłįchǫ communities who are not Tłįchǫ Citizens.

27.5.3 It is an objective that, in negotiating a taxation agreement referred to in 27.5.2, the Parties be guided by their commitment to an effective central government in the Northwest Territories with the ability

(a) to continue to deliver its programs and services to all residents of the Northwest Territories; and

(b) to effect economic and fiscal policies on a territory-wide basis.

27.5.4 A taxation agreement referred to in 27.5.1 or 27.5.2 does not form part of the Agreement.

27.6 AGREEMENTS FOR EQUIVALENT BENEFITS

27.6.1 Where government provides, in legislation or in or under a land claims agreement or a self-government agreement, tax powers or exemptions to another Aboriginal group in the Northwest Territories that are of greater benefit to that group than those provided to the Tłı̨chǫ First Nation or the Tłı̨chǫ Government by this chapter or by chapter 7 or by a taxation agreement referred to in 27.5, government, at the request of the Tłı̨chǫ Government, will negotiate and make best efforts to reach an agreement with the Tłı̨chǫ Government to provide equivalent benefits for the Tłı̨chǫ First Nation, taking into account the particular circumstances of the other Aboriginal group.

SIGNATURE PAGE FOR TŁĮCHǪ AGREEMENT

Tłı̨chǫ Agreement signed on August 25, 2003,

at Rae-Edzo (Behchokǫ̀), Northwest Territories, by

FOR THE TŁĮCHǪ

Joe Rabesca

Grand Chief
Dogrib Treaty 11 Council

Chief
Dog Rib Rae band

Chief
Wha Ti First Nation Band

Chief
Gameti First Nation Band

Joseph Judas

Chief
Dechi Laot'i First Nations band

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES

Stephen Kakfwi

Jim Antoine

Minister of Aboriginal Affairs

FOR THE GOVERNMENT OF CANADA

Jean Chrétien

Robert D. Nault

Minister of Indian Affairs and Northern Development